



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 17, 2009

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF CONTRACT FOR ARMED AND UNARMED SECURITY SERVICES
FOR VARIOUS PUBLIC WORKS FACILITIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract to provide armed and unarmed security services at various Department of Public Works and County facilities in order to prevent theft and vandalism to County property.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this service can be more economically performed by an independent contractor than by County employees.
2. Award the contract for Armed and Unarmed Security Services for Various Public Works Facilities in the annual sum not to exceed \$949,229 to Cypress Security, LLC, located in San Francisco, California, with a local office in the City of Commerce, and direct the Chairman to execute the contract. This contract will be for a period of one year, commencing on April 1, 2009, with four 1-year renewal options, not to exceed a total contract period of five years.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

4. Authorize the Director of Public Works or her designee to renew the contract for each of the four additional one-year renewal options if, in the opinion of the Director of Public Works, Cypress Security, LLC, has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide armed and unarmed security service for the Department of Public Works (Public Works) and County facilities to prevent theft and vandalism to County property in various field facilities and maintenance yards throughout the County. Public Works has contracted for these services since 1981.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$949,229 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on the annual price quoted by the contractor of \$912,069 for Public Works' estimated utilization of the service and \$37,160 for 2,000 as-needed hours for armed security guard services at unit rate of \$18.58 per hour quoted by the contractor for the armed security guard services.

Financing for these services is included in Fiscal Year 2008-09 Public Works various fund budgets. When the need arises for services under this contract, financing for the required services will be made from the appropriate fund. Total annual expenditures for this service, however, will not exceed the contract amount approved by your Board. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract has been executed by the Cypress Security, LLC, and approved as to form by County Counsel (Attachment A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The work to be performed will consist of providing trained security personnel by the contractor for the purpose of securing Public Works and County facilities, controlling egress and ingress at the facilities, and preventing individuals or groups from committing illegal acts, which could be injurious to others and/or lead to the destruction of property.

The not-to-exceed amount includes an additional 2,000 as-needed hours for armed security guard services. These hours are being requested to provide as-needed foreseeable security guard services in case of a special Board office request, requests from other departments, special events, or other needs at Public Works or other County departments. All of these events occurred during the previous contract for these services and required immediate action.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Cypress Security, LLC, located in San Francisco, California, with a local office in the City of Commerce. This contract will commence upon your Board's approval for a period of one year. With your Board's delegated

authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options, not to exceed a total contract period of five years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on February 4, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code, Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that these services can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed these calculations and concurs.

This Proposition A contract does not allow cost-of-living adjustments for the four option years.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

On October 30, 2008, Public Works solicited proposals from 165 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On December 10, 2008, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for submitting a proposal subject to exceptions to the RFP's requirements. One proposer withdrew its proposal. The remainder of the proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works staff and using average scoring methodology. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan/quality assurance program, financial resources, references, and demonstrated control over labor/payroll record keeping. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Cypress Security, LLC, located in San Francisco, California, with a local office in the City of Commerce.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts. In the last three years, the recommended contractor had five claims recorded with the State Division of Labor Standards Enforcement resulting in an average of \$955.77 for each claimant. The County Labor Law Assessment Team (Assessment Team) reviewed these findings and determined that the reported Labor Law violations did not show a pattern by the contractor to intentionally violate State Labor Laws, and that based on the number of employees employed by the contractor and the payout of the violations, the violations for the contractor appear insignificant. However, the contractor did not accurately self-report all Labor Law violations. Therefore, in accordance with the Assessment Guidelines, the Assessment Team recommended a 2 percent deduction to the recommended contractor's evaluation score. Public Works did assess the 2 percent deduction and found Cypress Security, LLC to be the highest-rated, responsible, and responsive proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors
March 17, 2009
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CONCLUSION

Please return one adopted copy of this letter, along with the Contractor Execute and Department Conform copies, to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Gail Farber', with a long horizontal line extending to the right.

GAIL FARBER
Director of Public Works

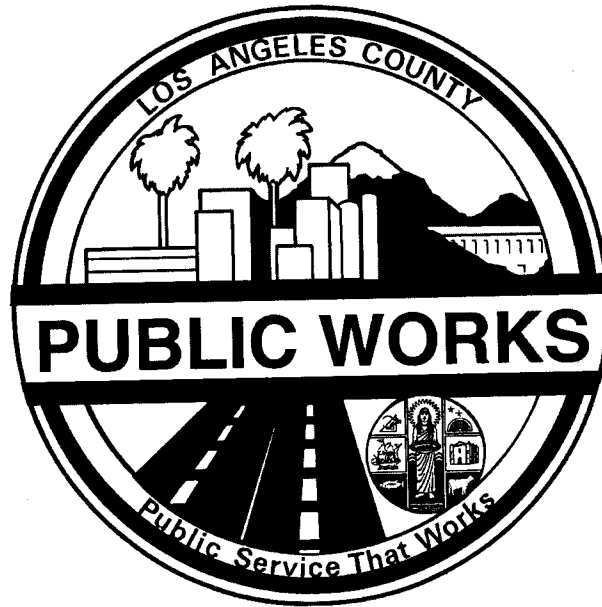
GF:GZ:cg

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Office of Affirmative Action Compliance

Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

CYPRESS SECURITY SERVICES, LLC

FOR

ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS
PUBLIC WORKS FACILITIES (2008-PA056)

AGREEMENT FOR
ARMED AND UNARMED SECURITY SERVICES FOR
VARIOUS PUBLIC WORKS FACILITIES (2008-PA056)

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Cypress Security Services, LLC, a limited liability company, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 10, 2008, hereby agrees to provide services as described in the attached specifications for Armed and Unarmed Security Services for Various Public Works Facilities (2008-PA056), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Contract Discrepancy Report; Exhibit F, Notice of Proposed Payment Adjustment; Exhibit G, Equipment Inventory, Damage, and Loss Liability; Exhibit H, Statement of Loss of County Security Equipment; Exhibit I, Performance Requirement Summary; Exhibit J, Bond for Faithful Performance; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$949,229 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on April 1, 2009. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise payment will be made within 15 days of the receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through J, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: A faithful performance bond, substantially in the form attached as the Exhibit J, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the COUNTY, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The

The CONTRACTOR shall pay all security premiums, costs, and incidentals.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Carole B. Suzuki
Deputy

CYPRESS SECURITY, LLC.
By _____
Its President
Wills Wehner
Type or Print Name

By _____
Its Secretary

Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 02-18-09 before me, ROMEO ALCALA CRUZ, Notary Public,
(Here insert name and title of the officer)

personally appeared NILS M. WELIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Romeo Alcala Cruz
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

CONTRACT between County of L.A. and
(Title or description of attached document)

CYPRESS Security Service, LLC
(Title or description of attached document continued)

Number of Pages 100 Document Date 2-18-09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

SCOPE OF WORK

ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS
PUBLIC WORKS FACILITIES (2008-PA056)A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Anthony Ford of Administrative Services Division, who may be contacted at (626) 458-4075, e-mail address: aford@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. Outlying Public Works yard supervisors will be designated as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Field Facilities and Hours and Days of Service

1. Operational Services
1525 and 1537 Alcazar Street
Los Angeles, CA 90033
(Lower Central Yard)
2. Operational Services
2275 Alcazar Street
Los Angeles, CA 90033
(Upper Central Yard)
3. Hansen Yard
Flood Maintenance
10179 Glenoaks Boulevard
Sun Valley, CA 91352
4. Hollydale Yard
Road Maintenance
11282 South Garfield Avenue
Downey, CA 90242
5. Imperial Yard
Flood Maintenance
5525 East Imperial Highway
South Gate, CA 90280
6. South Yard
Sewer Maintenance Field Office
1129 East 59th Street
Los Angeles, CA 90001

7. Pacoima Dam
Flood Maintenance
15300 North Pacoima Canyon Road
Pacoima, CA 91331
8. Community Development Commission - Parking Lot
922 South Fetterly Avenue
Los Angeles, CA 90022

Facilities covered and the number of hours may be increased or reduced during the contract period by the Contract Manager. Any additional work requested by the Contract Manager will be provided to the County at the rates quoted in Form PW-2, Schedule of Prices. As an example, it may become necessary during the life of this Contract to temporarily provide additional armed or unarmed security officers at other Public Works or County facilities.

C. Contractor's Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure the requirements of this Contract are met. An updated copy shall be provided to the facility's on-site Assistant Contract Manager on this Contract's start date and as changes occur. The plan shall include, but not be limited to, the following:

1. It shall specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
2. The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
3. A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of this Contract.
4. The methods for continuing assured service to the County in the event of a strike of the Contractor's employees.

D. County's Quality Assurance Plan

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in this Exhibit's paragraph L.5.a, Quality Assurance, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

E. Description of the Services to be Performed

1. Basic Function

- a. Security officers are to provide protection from bodily harm for employees, visitors, patrons, and/or other members of the public at assigned Public Works facilities; safeguard County property against fire, theft, vandalism, and illegal entry; and provide information and other assistance.
- b. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for lost profits or otherwise should the County fail to determine a need for services under this Contract.
- c. Contractor shall provide vehicle for performance of the work when requested and authorized by Public Works. Such vehicle travel shall be reimbursed at the County's then current employee permittee mileage rate.

2. Statement of Performance Standards

- a. Security officers shall not eat, read, or use personal radios, record, CD, tape players, cell phones, televisions, laptop computers or any handheld computer devices, etc., at their assigned posts at anytime.
- b. Security officers shall remain awake, alert, and attentive during their shifts, without exception.
- c. Security officers shall be attired in uniform as outlined in this Exhibit's paragraph 1.1, Contractor-Furnished Items. Security officers shall be in full uniform, including black shoes and ties, and badges at all times. Uniform hats are not required. During summer months, ties shall be optional.
- d. Security officers shall not remove or borrow County materials or equipment or items owned by employees of the County. This includes heaters, fans, radios, food found in employee break room refrigerators, etc.
- e. Security officers shall not leave their assigned post until properly relieved.
- f. Security officers shall not use any County telephone except for calls directly related to providing these services such as for the purpose

of making or receiving calls to or from their supervisors or representatives of the County.

- g. Security officers shall present a businesslike demeanor at all times. Excessive socializing with the public or County employees during the security officer's working hours is to be discouraged.
- h. Security officers shall maintain their post desk in a neat and presentable appearance.
- i. Security officers shall not be allowed to sit in their personal vehicles during their assigned shift unless prior approval has been given by the on-site Assistant Contract Manager.

3. Knowledge and Skills

Security officers shall be able to write and speak in English, prepare clear and concise reports, and remember facts and details concerning specific situations. Security officers shall have a good knowledge of self-defense and public restraint procedures. Security officers shall be able to communicate effectively with individuals and the general public. Security officers shall react quickly, take command of an emergency situation, and use good judgment and discretion in handling an unruly or trespassing public.

4. Attendance

Security officers shall be punctual and have regular attendance. In the event a scheduled security officer(s) is (are) not going to report on time for the shift, the Contractor shall so advise the facility's on-site Assistant Contract Manager prior to the scheduled starting time. In addition, Contractor shall provide a substitute within an hour of the scheduled time.

5. Reports and Logs

Security officers shall author and maintain a daily security log sheet, which shall be made available each day to the facility's on-site Assistant Contract Manager.

Security log sheets shall include, but are not limited to, times for the beginning and the end of the daily shift, times and nature of incidents involving theft, fire, property damage, bodily injury, unauthorized entry to secured areas, and violations of ordinances and statutes.

Security officers shall log the description and plate number of vehicles that may be considered suspicious or those that have no apparent destination within the facilities.

Security officers shall report immediately (to the facility's on-site Assistant Contract Manager) any incidents involving the discharge of firearms, bodily injury, or involvement of fire, law enforcement, and health authorities. Additionally, the security officer shall submit, in writing, to the facility's on-site Assistant Contract Manager, within two hours after the start of the next County workday, a detailed, narrative report of any incidents concerning the events outlined above. The on-site Assistant Contract Manager will then alert the Contract Manager.

6. Supervisor's Inspection

Contractor shall provide sufficient supervisory staff on each shift to ensure that each beat assignment is inspected at least once each shift. Furthermore, the Contractor or its designated representative shall meet, at a minimum, with the facility's on-site Assistant Contract Manager on a monthly basis.

The Contractor's supervisor shall attempt to resolve all routine questions concerning the beat assignments. Where unresolved questions arise, the supervisor will contact the facility's on-site Assistant Contract Manager for advice. In the event of an emergency, the supervisor shall be notified immediately by the security officer on-duty.

7. Office for Inquiries and Complaints

The Contractor shall maintain a telephone at an office within Los Angeles County. The Contractor shall have a responsible person(s) who will take necessary action regarding all inquiries and/or complaints that may be received from security officers, the Assistant Contract Manager, or Director. This person(s) shall be available during patrol service hours. An answering service or answering machine will not be considered an acceptable substitute for full-time telephone coverage.

The Contractor's office staff shall maintain a written log of all such complaints, the date thereof, and the action taken pursuant thereto or the reason for nonaction. Such log of complaints shall be open to the inspection of Public Works at all reasonable times.

F. Contractor's Employee Criteria

1. The Contractor's Security Officer General Requirements:

- a. Contractor shall provide armed and unarmed, trained, and uniformed security officers.

- b. Security officers and supervisors shall possess basic writing skills/computer knowledge for note taking and completing report forms, the ability to work and communicate with the public and other operating personnel, and the ability to accept responsibility and work independently. Security officers and supervisors shall be fluent in speaking and writing the English language.
- c. Security officers shall have satisfactorily completed the State of California Security Training requirements for security officers.
- d. Security officers shall be over the age of 18 to perform work.
- e. Security officers shall have a working knowledge of Pertinent Penal Code Sections, i.e., powers of arrest, etc.
- f. Security officers shall be registered and certified by the State of California, Bureau of Collection and Investigative Services, and shall fulfill any other State or local license requirements. Security officers shall possess:
 - 1) State of California Guard Registration Card;
 - 2) Valid California Class "C" Driver's License;
 - 3) Valid Social Security Card;
 - 4) Selective Service Card or military discharge papers (DD214, if a Veteran);
 - 5) State of California Firearms Qualification Cards (for armed security officers);
 - 6) B.S.I.S. impact weapon (baton) training;
 - 7) Security officers require drug testing, credit, criminal, and Department of Motor Vehicles background investigations as well as employment verification, including any periods of unemployment in the last ten years;
 - 8) Security officers shall possess a valid Red Cross Certification in First Aid;
 - 9) Security officers shall possess a valid Red Cross or American Heart Association Certification in Cardiopulmonary Resuscitation (CPR); and

- 10) Security officers shall be certified to use an Automated External Defibrillator (AED).
 - g. Security officers shall be in good physical condition, able to carry out the requirements of the job.
 - h. The Contractor shall provide a resume to the facility's on-site Assistant Contract Manager on each security officer submitted for employment under this Contract. Resume requirements are outlined in this Exhibit's paragraph N, Background Investigations.
 - i. All security officers provided to Public Works shall meet the above standards and be certified to the facility's on-site Assistant Contract Manager, in writing, at least one working day prior to assignment of a security officer for Public Works facility.
 - j. No security officer shall be assigned to a shift before receiving at least four hours on-site training (paid by the Contractor at least the living wage rate) from the Contractor's supervisory employee.
 - k. All full-time security officers (at a minimum, more than 35 hours per week) assigned to this Contract shall limit any outside employment to no more than 24 hours per week.
 - l. At the request of the facility's on-site Assistant Contract Manager, the Contractor shall remove from work, any security officer who fails to meet the aforementioned requirements. The Contractor shall immediately replace any security officer removed in order to continue the required service levels.
2. Other Contractor Obligations
- a. By the placing of security officers at Public Works facilities, the Contractor is certifying that those persons assigned are in sound physical and emotional health necessary to perform duties required.
 - b. Work areas and/or location(s) in Public Works used by the Contractor shall be accessible and subject to inspection by the facility's on-site Assistant Contract Manager.
 - c. Work areas and/or any location(s) used by the Contractor will be subject to inspection by various public entities responsible for the inspection of other County and public facilities.
 - d. The Contractor shall be responsible for any Public Works equipment issued to the security officer or Contractor. The

Contractor may be issued radio equipment provided and maintained by Public Works. Upon termination of this Contract, all Public Works-issued equipment shall be returned. The Contractor shall be liable for loss or other than normal wear and tear of said equipment.

- e. The Contractor shall be responsible for and shall provide security for all supplies and equipment in buildings and/or areas under the Contractor's control or use during the course of this Contract.
 - f. The Contractor may be required to provide minor short-term investigative surveillance services. The Contractor shall be responsible to hold all required licenses and/or certifications by the state of California to provide such services and will be paid of the Contractor's armed Sergeant hourly rate submitted in Form PW-2, Schedule of Prices.
 - g. Upon Public Works' written request, the Contractor may be required to provide the services of one or more unarmed Lieutenants or Security Directors as needed. The Contractor's compensation for unarmed Lieutenants shall be at the rate of armed Sergeant submitted in Form PW-2, Schedule of Prices and for unarmed Security Director shall be at the rate of 1.6 times the hourly rate for armed Sergeant submitted in Form PW-2, Schedule of Prices.
3. The following security regulations are required:
- a. The Contractor's employees shall not bring visitors, weapons (other than security officer's side arms), or contraband into the facility. Security officers will be subject to search. Security officers shall conduct themselves in a reasonable manner at all times. Security officers shall not cause any unnecessary disturbance at a Public Works facility and shall be subject to all rules and regulations of the facility.
 - b. The Contractor shall immediately report to the facility's on-site Assistant Contract Manager for any accidents and/or loss of equipment, supplies, etc.
 - c. The Contractor shall provide the facility's on-site Assistant Contract Manager with an updated list of employees' names who can be assigned to Public Works facilities. The list shall include all required permits and licenses, age, address, classification, social security number, date of birth, driver's license number, and length of service with Contractor. Whenever personnel changes on this contract are made, Contractor shall supply an updated staffing plan.

- d. Keys and other items issued by the County to the Contractor's employees shall be picked up at the beginning of each shift and left with the facility's on-site Assistant Contract Manager at the end of each shift where required.
- e. The Contractor shall be responsible for obtaining necessary labor approvals, which will allow its employees to work a 4/40 work week under this Contract. Public Works will not pay overtime to Contractor's employees required to work a 4/40 work week.
- f. The Contractor shall ensure a high standard of conduct of its security officers. Examples of conduct considered to be unsuitable are:
 - 1) Vacating assigned post without authorization.
 - 2) Leaning against walls, doors, etc.
 - 3) Idle talk with other security personnel, County employees, or visitors.
 - 4) Indiscreet conduct or actions.
 - 5) Reading newspapers, magazines, or other nonwork-related materials.
 - 6) Listening to radios, TVs, record, tape, or CD players.
 - 7) Wearing of headphones.
 - 8) Rude or inconsiderate acts to County employees and/or visitors.
 - 9) Using cellular phones for personal business.
 - 10) Playing handheld computer devices, i.e., IPOD, game boy, etc.

4. Emergency Conditions/Work Action at Facility

In the case of an emergency or unusual event, all employees of the Contractor located on-site shall be subject to the direction of the facility's on-site Assistant Contract Manager. The Contractor and its employees shall be willing to cross picket lines and provide services contracted for during any work action or strike.

G. Contract Administration

1. Role of County Staff: Contract Manager

Outlying Public Works yard supervisors will be designated as Assistant Contract Managers for their respective facilities for activities related to the services under this Contract. The Contract Manager will have general oversight of this Contract and will be supported by as well as coordinate with the individual Assistant Contract Managers and Contractor. Public Works personnel will be made available for Contractor to answer questions and provide the necessary liaison between Contractor and Public Works. In the case of disputes arising from the quality of work performed, the opinion of the Director shall prevail.

2. Role of Contractor's Staff: Account Executive

The Contractor shall assign an account executive to Public Works' account. The Account Executive shall be responsible at all times for the supervision of said personnel and shall be the liaison between the Contractor and the facility's on-site Assistant Contract Manager. The Contractor's on-site supervisor shall not be designated the Account Executive.

3. Contract Director

- a. The Contractor shall provide the name of the Contract Director who is to work on this service to the Contract Manager prior to the commencement of this Contract. The Contractor shall provide a telephone number(s) where the Contract Director (or identified alternate) may be reached on a 24-hour per day, year-round basis. An answering service or machine will not be acceptable.
- b. The Contract Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with Public Works.
- c. The Contract Director or alternate shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this Contract.
- d. The Contract Director shall have at least five years of experience in the management and operation of security services. The Contract Director and any alternate shall be able to read, write, speak, and understand English.

4. Other Contractor Personnel

The Contractor shall be responsible for providing an adequate and competent staff to fulfill this Contract.

5. Key Personnel Change

The Contractor shall not make changes in key personnel subsequent to the award of the contract without prior knowledge and approval of the County. Additionally, the County reserves the right to interview and approve personnel, approve any and all personnel changes, or to request personnel changes as the County deems appropriate during the course of contract.

H. County-Furnished Items

1. Public Works will furnish, without cost, to the Contractor, to be used only in connection with the performance of this Contract, the following property and equipment:
 - a. The County will provide facilities with telephone service for the Contractor's use. The Contractor shall be prohibited from using Public Works facilities for conducting other business interests which are not related to, or required for, Public Works security services. The Contractor's telephone use shall be limited to calls directly related to County security business. Charges for any other calls will be billed to Contractor. Telephone bills will be monitored by the facility's on-site Assistant Contract Manager on a monthly basis to determine any abuse.
 - b. The Radiotelephone Operations Manual provided by the County will provide security officers with information on the proper use of hand-held radios, which may be used.
 - c. The County may provide radios for the Contractor's use. The Contractor shall operate radio communications equipment provided and maintained by the County, in the manner prescribed by the County.
 - d. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by the Contractor.
2. Prior to Contract start-up, the Contractor and the facility's on-site Assistant Contract Manager will prepare an Equipment Inventory, Damage, and Loss Liability form (Exhibit G) on which both shall sign an agreement to

the specific items of equipment and the condition of each item. The condition of equipment shall be monitored by the quality assurance evaluator and, if found defective or inadequate under the terms of this Contract, a Contract Discrepancy Report (Exhibit E) will be issued. The Contractor shall bring equipment up to a reasonable standard within the time limits set by Public Works.

3. The Contractor shall not make any alterations to the equipment or facilities except with the written permission of the facility's on-site Assistant Contract Manager.
4. All equipment provided shall, at all times, be kept clean, well prepared, and up to Contract standards by the Contractor to the satisfaction of the County. The Contractor assumes full responsibility for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall reimburse the County, at current market rates, for all equipment that is lost, stolen, or becomes otherwise unavailable. Upon termination of this Contract, all County issued equipment shall be returned to the County in good operating condition, less reasonable wear and tear.

I. Contractor-Furnished Items

1. The County will not furnish uniforms. The uniforms worn by Contractor's security officers shall be approved in advance by the Director. Uniforms shall be maintained so as to present a neat and clean appearance at all times and shall consist of:
 - a. Trousers/skirt
 - b. Shirt/blouse
 - c. Belt - solid black
 - d. Tie - solid black
 - e. Tie bar
 - f. Socks - solid black
 - g. Shoes - solid black
 - h. Shoulder patches
2. The Contractor shall provide its own badges and shoulder patches, which shall be in full compliance with all legal requirements.

3. The Contractor shall provide all working materials necessary for the proper performance of this Contract, including items, such as staplers, staples, paper clips, and other supplies. These materials shall be supplied by the Contractor at no additional expense to Public Works. All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by Contractor at no additional expense to Public Works.
4. Time clocks shall be supplied by the Contractor at the County's request. The County will not be responsible for the repair or replacement of Contractor-supplied time clocks. Keys and regular maintenance shall be supplied by Contractor.
5. The items outlined below will not be furnished, maintained, or paid for by the County. Armed and unarmed security officers shall be equipped with the following items:
 - a. Sam Brown belt
 - b. Handcuff case
 - c. Four keepers
 - d. Key snap
 - e. One heavy-duty, 3 or 5 cell flashlight
 - f. One set of handcuffs, plus female key
 - g. Badge
 - h. Name tag
 - i. Holster (armed security officers only)
 - j. Ammunition pouch (armed security officers only)
 - k. Baton ring
 - l. Smith & Wesson, Colt, Ruger four-inch barrel, blue or stainless steel finish, double action, with a firing pin block .38 caliber revolver or a Beretta, Colt, H & K, or Smith & Wesson 9mm caliber, semiautomatic pistol with a minimum three and half-inch barrel, blue or stainless steel finish, with manual safety/decocking lever, automatic firing pin safety block, and half-cock hammer position. The semiautomatic pistol shall be carried with one round chambered and a full magazine inserted into the pistol, safety on.

These firearms have been approved by the County of Los Angeles Sheriff's Department as meeting their testing requirements for safety, performance, quality, and training procedures. (Armed security officers only.)

- m. Ammunition pouch designed to hold two magazines or two Speedy Loaders. Revolver ammunition, 18 rounds, .38 Smith & Wesson Special, 125 grain jacketed or semijacketed hollow point only. Pistol or semiautomatic ammunition, a minimum quantity to fill three magazines for the carried weapon, 9mm jacketed or semijacketed hollow point only. (Armed security officers only.)
- n. One baton, as requested
- o. Rain gear (as needed)
- P. Jacket (as needed)

J. Weapons List

The Contractor shall provide the facility's on-site Assistant Contract Manager with the make and serial number of each security officer's weapon. The list shall be provided prior to a security officer being assigned to a Public Works facility.

K. Identification Badges

The Contractor shall issue its employees a photo-identification badge. It is mandatory that each of Contractor's employees wears their identification badge while working in the facilities. The location on the uniform where the identification badge shall be worn will be approved by Public Works.

L. Specific Tasks

The tasks outlined below are specific, but may vary from facility to facility. Contractor shall prepare a work plan in concert with the facility's on-site Assistant Contract Manager, including a security officer's Beat Instruction Book, which shall include tasks for all Contractor personnel, including supervisors and the Contract Director. A copy of the work plan for each facility shall be submitted to the facility's on-site Assistant Contract Manager within 30 days of the start of this Contract. The Beat Instruction Books are detailed instructions and procedures as to methods of operation of a specific assignment, i.e., the number of patrol rounds, location of safes, special instructions concerning the particular assignment, etc. Contractor shall update the Beat Instruction Books at least once a year or more often, if necessary. The security officer's performance on assignment shall conform to these instructions in the beat books.

1. Security Officer's Tasks

The following is a list that includes, but is not limited to, tasks that are expected of a security officer. The security officer shall:

- a. Report to work on time.
- b. Be courteous.
- c. Maintain good personal appearance.
- d. Maintain good uniform appearance.
- e. Monitor parking, as directed.
- f. Patrol an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
- g. Intervene to terminate injurious acts.
- h. Conduct searches of individuals for weapons.
- i. Detain individuals for further investigation or arrest where circumstances and conditions warrant such action.
- j. Answer questions of visitors to a Public Works facility regarding geographic locations, services, and functions.
- k. Ascertain locations of specific personnel within an assigned facility for the benefit of visitors and direct them accordingly.
- l. Prevent the introduction of contraband to a facility.
- m. Punch a time clock at assigned station, as directed.
- n. Close and lock doors and gates, as directed.
- o. Reduce and/or turn off facility lighting and close window coverings, as required.
- p. Verify the security of safes and other areas where equipment or materials of value are stored.
- q. Open and unlock gates and doors, as directed.
- r. Raise and lower flags.

- s. Ensure that only authorized personnel are permitted access to closed or restricted facilities or areas by detaining unidentified or unauthorized individuals.
- t. Respond to reports of ill or injured patrons, visitors, or employees; render first aid and cardiopulmonary resuscitation; and notify supervisor if further assistance is considered necessary or desirable.
- u. Immediately relay reports of bomb threats to the facility's on-site Assistant Contract Manager.
- v. Participate in bomb searches organized by the security unit or other law enforcement agency personnel.
- w. Report malfunctioning equipment, liquid spills, and other such matters to the facility's on-site Assistant Contract Manager.
- x. Monitor alarm systems.
- y. Respond to the scene of locally activated fire, burglary, or other alarms, evaluate the situation encountered and take prescribed action.
- z. Monitor electronic surveillance equipment.
- aa. Investigate questionable acts and/or behavior observed or reported on County premises and question witnesses and suspects to ascertain or verify facts.
- bb. Pursue, apprehend, and detain persons suspected of damaging County property and/or injuring County employees or visitors to Public Works facilities.
- cc. Detain suspects pending transportation and booking by the local law enforcement agency.
- dd. Operate a bicycle, motor cart, or automobile, where directed.
- ee. Knowledge in the care and use of an impact weapon (baton).
- ff. Knowledge of self-defense and restraint procedures.
- gg. Communicate effectively with individuals and the general public.
- hh. React quickly, take command of an emergency situation.

- ii. Use good judgment and discretion in handling the unruly or trespassing public.
- jj. Remember facts and details concerning specific situations.
- kk. Write incident reports.
- ll. Complete nonemployee injury reports.
- mm. Maintain logs and reports.
- nn. Provide escort services.
- oo. Assist other security officers.
- pp. Hold over at the facility until properly relieved.
- qq. Be required to take primary photographs.
- rr. Activate fire or other emergency procedures as required.
- ss. Call and notify law enforcement authorities, fire department, paramedics, etc., as required.

2. Supervisor Tasks

The following is a list that includes, but is not limited to, those tasks that are expected of Contractor's supervisor. The supervisor shall:

- a. Immediately respond to on-site emergencies.
- b. Be available for inspections, questions, and advice on a daily basis.
- c. Provide technical and administrative advice.
- d. Assure proper assignment coverage.
- e. Provide directions and instructions to post and/or patrolling security officers by making rounds and observing security officers in the performance of their duty.
- f. Call attention to subordinates of any deviations from acceptable practices and procedures. Instruct security officers in proper methods and explain conditions under which deviations are permissible.

- g. Respond to requests of subordinates for assistance.
- h. Exercise leadership ability.
- i. Maintain good personal appearance.
- j. Maintain good uniform appearance.
- k. Update and explain post procedures.
- l. Have working knowledge of radio procedures.
- m. Conduct investigations.
- n. Complete all necessary reports specified in this Contract.
- o. Review subordinates' reports.

3. Contract Director's Tasks

The following are some of the tasks expected of the Contract Director:

- a. Maintain the Quality Control Program.
- b. Report to and meet with the facility's on-site Assistant Contract Manager, as required.
- c. Respond to Contract Discrepancy Reports.
- d. Establish with the advice and consent of the facility's on-site Assistant Contract Manager, contract policy and procedures.
- e. Ensure sufficient availability of security officers to cover Public Works' requirements.

4. Regulations and Forms

- a. The Contractor and Contractor's personnel are required to follow all Federal, State, and local laws that apply to the providing of security under this Contract, including laws affecting arrest as set forth in Sections 833 through 851.85 of the California Penal Code. Additional laws include, but are not limited to, the licensing of personnel. For the purpose of this Contract, regulations include training as required under this Contract.

- b. The following is a list of forms (see Exhibits E through H) applicable to the security Statement of Work:

Contract Discrepancy Report (Exhibit E)
Notice of Proposed Payment Adjustment (Exhibit F)
Equipment Inventory, Damage, and Loss Liability (Exhibit G)
Statement of Loss of County Security Equipment (Exhibit H)

5. Performance Requirements Summary

Performance Requirements Summary (Exhibit I) lists the required services which will be monitored by the County during the term of this Contract, the required standard of service, maximum deviation from the standard, method of surveillance, and monetary adjustment for exceeding the maximum deviation from the standard.

a. Quality Assurance

Each month, the Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Surveillance Plan (QASP).

The County may use a variety of inspection methods to evaluate Contractor's performance. The methods of surveillance that may be used are:

- 1) Random sampling.
- 2) One hundred percent inspection of output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of Contractor performance.
- 3) Customer complaints.

b. Criteria for Acceptable and Unacceptable Performance

Performance of a listed service is considered acceptable when the number of discrepancies found by the facility's on-site Assistant Contract Manager during surveillance does not exceed the number of discrepancies allowed by the AQL.

When the facility's on-site Assistant Contract Manager determines the performance is unacceptable, the facility's on-site Assistant Contract Manager will initiate a Contract Discrepancy Report which will explain, in writing, the unacceptable performance. The Contractor shall complete the report by outlining how performance will be returned to acceptable levels and how recurrence of the

problem shall be prevented in the future. The facility's on-site Assistant Contract Manager will evaluate Contractor's explanation and determine, if full payment or partial payment is applicable and will inform the Contract Manager.

c. Unacceptable Performance

For services surveyed by sampling, the Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed.

d. Contractor Payment

For acceptable performance, the Contractor will be paid for the total number of hours worked in the previous month. If performance of a service is unacceptable, the County will not pay the full percentage or the number of hours of unacceptable service. When performance does not conform with the requirements of this Contract, the County has the right to reduce this Contract price to reflect the reduced value of the service provided.

e. Adjustment for Deviation

The Performance Requirements Summary (Exhibit I) contains a column entitled "Adjustment Deviation." Unless otherwise stated, "deduct X hour(s)" means the full hourly rate paid to Contractor for the position involved in the deviation for the number of hours indicated. Said amount shall be totaled on a monthly basis and reduced from the County's monthly payment to Contractor.

f. Notice of Adjustments

The County will give the Contractor written notice (Exhibit F) of any adjustments. The Contractor shall respond to the notice within five calendar days of receipt thereof. If there is no response from the Contractor within this five day period, the County will assume the Contractor's concurrence.

6. Special Criteria for Security Personnel

The following describes the background investigations, experience, and training required of all security officers and security supervisors providing services under this Contract. The final decision as to suitability of security officers and supervisors for employment rests with Public Works.

- a. Public Works is particularly concerned with a security officer's background. This is due to the nature of the equipment, material,

and personnel that the security officer will be charged with protecting. Therefore, it will be necessary for a background investigation to be performed by the Contractor prior to employment and as necessary, or requested by Public Works during employment. Discretion as to suitability for employment of security officers or supervisors by Contractor rests with Public Works.

- b. Security officers and supervisors shall be able to pass the County's background investigation for contract security officers. The Contractor's personnel may be required to be fingerprinted or interviewed at the Sheriff's Department prior to being approved for employment. Public Works will be responsible for initiating the Sheriff's Department investigation process.
- c. Security officers and supervisors who have been involved in any of the following will not be accepted:
 - 1) Any felony conviction.
 - 2) Any misdemeanor conviction involving theft, violence, moral turpitude, or similar convictions.
 - 3) Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge and general discharge involving drug abuse.
 - 4) Any pattern of irresponsible behavior, including, but not limited to, an unreasonable driving or employment record.
- d. The Contractor shall submit a resume to Public Works on each prospective security officer and supervisor. The resume shall address the following:
 - 1) General Information

The candidate's name, age, current address, security officer's classification, social security number, and date of birth.
 - 2) Employment History

A listing of the candidate's present or last job first, then all jobs held, and any period of unemployment in the last ten years, highlighting security experience.

3) Military Record

If relevant, all military experience (regular or reserve) shall be documented. Include a copy of candidate's Selective Service Card or military discharge papers (DD214). Explain why if the candidate does not possess a Selective Service Card or military discharge papers.

4) Criminal Record

Any criminal record of the candidate shall be shown.

- e. Contract Director - Equivalent of five years' paid security services management and operations experience.
- f. Supervisors (Lieutenant level and above) - Equivalent of two years' security supervisory experience.
- g. Sergeants - Equivalent of three years' paid armed security experience and one years' security supervisory experience.
- h. Unarmed security officers - Equivalent of two years' paid security experience.
- i. Armed security officers - Equivalent of three years' paid armed security experience.
- j. Security officers and supervisors shall possess:
 - 1) Current State of California Guard Registration Card;
 - 2) Current State of California Weapons Permit (except unarmed);
 - 3) Impact weapon (baton) training certification as approved by B.S.I.S.;
 - 4) Current First Aid Certificate or EMS Certificate;
 - 5) Current Cardiopulmonary Resuscitation Certificate;
 - 6) Current Automated External Defibrillator Certificate;
 - 7) Valid California Class "C" Driver's License; and
 - 8) Social Security Card.

The Contractor personnel assigned to this Contract shall not allow their cards, permits, certifications, and/or licenses to expire.

- k. The Contractor shall not assign employees under the age of 18 to perform work under this Contract. All of the Contractor's employees working at Public Works facilities shall be able to read, write, and communicate in English.

M. Minimum Level of Compensation

The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer (unarmed)	\$11.84/hr.
Security Officer (armed)	\$12.85/hr.
Sergeant (unarmed)	\$13.50/hr.
Sergeant (armed)	\$15.00/hr.
As-needed Lieutenant (unarmed)	\$15.00/hr
As-needed Security Director (unarmed)	\$24.00/hr.

N. Background Investigations

The Contractor shall complete background investigations and training requirements for all security officers and supervisors to be utilized under this Contract. Documentation of a background investigation and training of security officers by the Contractor shall be presented to the Director when requested by the Contract Manager. If such documentation is not presented as required, this Contract may be subject to cancellation.

O. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

- b. The parties are both experienced in performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay the County, or the County may withhold and/or deduct from monies due the Contractor, liquidated damages in the sum indicated Exhibit I, Performance Requirements Summary, each time the Contractor fails to satisfy the performance standards.

P. Utilities

The County will not provide utilities.

Q. Storage Facilities

The County may provide storage facilities for the Contractor, as directed by the Contract Manager.

R. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate

for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

S. Special Safety Requirements

All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and Public Works' safety requirements while at Public Works' jobsites.

T. Additional Responsibilities of the Contractor

The Contractor shall maintain its private patrol operator license and its employees' valid California issued Security Guard Registration Cards during this Contract's term.

U. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

V. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Order* shall be prepared and signed by the County and the Contractor.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project,

program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract

termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make

any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by

law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the

written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by County.

2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or

understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination under the provisions of this paragraph, it is determined that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due,

whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default or suspend this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its Board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

4. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$4 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.
5. Crime Coverage Insurance with limits in amounts not less than indicated below covering against loss of County money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	\$ 100,000
Theft, Disappearance and Destruction:	\$ 100,000

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

SECTION 12

PROPRIETARY CONSIDERATIONS

A. Ownership of County Materials

Contractor and County agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor

represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

E. Acknowledgement/Attribution

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

P:\aspub\CONTRACT\CONTRACTING FORMS\RFP\8 EXHIBIT B-PROPA-GEN REQ-11-8-06.DOCDOC



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205901

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmelo
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CONTRACT DISCREPANCY REPORT

1. USER COMPLAINT (to be completed by Contract Manager)

Today's Date: _____

Facility _____

Employee Name _____

Employee Classification _____

Date of Unacceptable Performance _____

Description of Unacceptable Performance _____

Has this type of unacceptable performance occurred before?:

Yes ___ No ___ If yes, when? _____

2. Contractor Response (to be completed by the Contractor's Contract Director)

Date received from County: _____

Corrective Action:

Plan to Prevent Recurrence:

Signed _____ Date _____
Contractor's Contract Director

Return to Contract Manager

EXHIBIT F

DATE: _____

TO: _____

FROM: _____

NOTICE OF PROPOSED PAYMENT ADJUSTMENT

In accordance with the terms of the Security Services for Los Angeles County Department of Public Works for Contract Deviations(s) at:

Facility _____

Date _____

Shift _____

Amount of Deduction \$ _____

If your firm has specific reasons why these adjustments are not warranted, please submit them in writing to the Department of Public Works, Administrative Services Division, 900 South Fremont Avenue, Alhambra, California 91803-1331, Attention Contract Manager, within five calendar days of receipt of this notification. Failure to respond within the five day period will be construed as acceptance of the proposed adjustments.

P:\aspub\CONTRACT\Edwin\Security-Field\2008 RFP\Exhibit F.doc

Attach. Contract Discrepancy Report (Exhibit E)

EXHIBIT G

TO: Contract Manager/Assistant Contract Manager

FROM: _____ Contractor (firm name)

EQUIPMENT INVENTORY, DAMAGE, AND LOSS LIABILITY

I, the undersigned, agree to return to the Department of Public Works upon termination of this Contract for armed and unarmed security at the Public Works _____ (name of field facility), all items (listed below) issued to me by the County. I also agree to pay for the replacement of any County equipment issued to me, if damaged or lost through negligence, or not returned upon termination of this Contract with Public Works.

The following equipment was issued to the Contractor:

	EQUIPMENT	CONDITION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Date: _____ Contract Manager: _____

Date: _____ Contractor (Firm Name): _____

Date: _____ Contractor's Authorized Signature: _____

STATEMENT OF LOSS OF COUNTY SECURITY EQUIPMENT

I, _____, do hereby report the loss of the _____.
(Identify what equipment was lost/stolen.) The _____ was
LOST/STOLEN under the following circumstances, and cannot be found. (In the space
provided below, explain the circumstances under which the item or items were
LOST/STOLEN.)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Date of Loss: _____

Police Agency Report to: _____

Date: _____

Contractor (Firm Name): _____

Contract Director signature: _____

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
QUALIFICATION - OFFICER 1. Provide First Aid (as needed)	Current first aid certification. Aid provided, when required.	100% Security Personnel all times	0%	Management Reports 100% Inspection Validated Complaints Random Sampling	*Deduct 8 hours Remove Officer
2. Use of Baton	Current baton certification	100% Security Personnel all times	0%	Management Reports 100% Inspection Random Sampling	*Deduct 8 hours Remove Officer
3. Keep Qualifications Current: Guard Required Cardiopulmonary certification CDL Class "3" Social Security	Current certification	100% Security Personnel	0%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours Remove Officer
AREA CONTROL - OFFICER 4. Provide Information	Accessibility and visibility by public. Informed public.	Questions are promptly answered all shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
5. Escort Services	Escort provided within 5 minutes of request.	100% as needed	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
6. Secure Safes	Safes locked	100% daily	0%	100% Inspection Random Sampling Validated Complaints	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.2

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
7. Area Control	Procedures followed. Facility secure.	100% all times	5%	Management Reports Random Sampling Validated Complaints	*Deduct 8 hours
SCHEDULE - OFFICER 8. Report to work on time - Promptness	Security being performed.	+5 minutes of schedule all shifts	5%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
9. Lock Facility	Facilities locked on schedule.	100% as required	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
10. Unlock Facility	Facilities unlocked on schedule.	100% as required	15%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
11. Raise and Lower Flags	Properly attached. Flags folded and properly stored.	5:30 a.m. - 6 p.m.	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour
12. Held Over Until Relieved	Procedures followed. Post manned at all times.	100% all shifts	0%	Management Reports Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
COMMUNICATIONS - OFFICER 13. Proper Care and Operation of Two-Way Radio	Completion of training in radio communications. Equipment maintained properly.	100 % Proper operation all times	5%	100% Inspection Management Reports Validated Complaints Random Sampling	*Deduct 2 hours
PATROL - OFFICER 14. Time Clock Patrol	Rounds made on schedule. Clocks activated.	100% daily	0%	100% Inspection Management Reports Random Sampling	Deduct 1 hour
15. Welcome/Screen/Direct Visitors	Information/ directions provided promptly.	100% as required	5%	Random Sampling 100% Inspection Validated Complaints	*Deduct 8 hours or remove Officer.
16. Use bicycle or vehicle to make parking lot, spreading grounds, facility, etc. Patrol/inspection	Facility secure.	100% each shift	0%	100% Inspection Validated Complaints Random Sampling	*Deduct 8 hours or remove Officer.
17. Incident Reports	Filed within the time frame requested.	100% as required	0%	100 % Inspection Validated Complaints Random Sampling	*Deduct 4 hours
DOCUMENTATION - OFFICER 18. Maintain Facility Log	Log completed.	100% daily	10%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
19. Daily Reports	Filed daily.	100% daily	15%	100% Inspection Random Sampling	*Deduct 1 hour

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.4

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
20. Nonemployee Injury Report	Completed by end of shift for each occurrence. File as needed.	100% as required	0%	100% Inspection Validated Complaints Random Sampling	*Deduct 2 hours
21. Special Reports As Needed	Filed within time frame requested.	100% as required	15%	100% Inspection Validated Complaints Random Sampling	*Deduct 2 hours
PROCEDURES - OFFICER					
22. Working knowledge of Facility and Beat Security Book	Facility security function complete.	100% daily all times	10%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours
23. Assists Other Officers and Law Enforcement	Officer assisted as needed.	100% all shifts all times	0%	100% Inspection Validated Complaints Management Reports	*Deduct 4 hours Remove Officer
24. Maintain Knowledge of Fire Protection Measures	Completion of training. Hazards reported or removed. No fire hazards.	100% all times	0%	100% Inspection Validated Complaint Management Reports Random Sampling	*Deduct 8 hours Officer Trained
25. Provide for Medical Assistance As Needed.	Completion of training procedures followed. Aid provided when required.	100% all times	0%	100% Inspection Random Sampling	*Deduct 8 hours
26. Knowledge of Emergency Procedures	Completion of training. Ongoing knowledge of emergency procedures.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Officer Trained

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
27. Appearance-Personal Clean Appearance	Contract specifications met.	100% all times	10%	100 % Inspection Validated Complaints Random Sampling	*Deduct 1 hour
28. Appearance-Uniform	Uniform, leather, and equipment are clean and in good working order.	100%	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 2 hours
29. Good Job Attitude	Contract specifications met.	100% all shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour or remove Officer
30. Courtesy	Contract specifications met.	100% all shifts	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 1 hour or remove Officer
31. Vehicle Used to Make Key Runs	Vehicle not used to make key runs unless prior Department approval has been given.	100% all shifts	0%	100% Inspection Validated Complaints Random sampling	*Remove Officer Permanently
COMPLAINTS - OFFICER 32. Maintain Facility Order Prevent Hostile Acts Protect Personnel/Property	Facility safe and secure.	100% daily all shifts	5%	100% Inspection Validated Complaints Random Sampling	*Deduct 4 hours
33. Respond, Investigate, and Report Emergencies and Accidents	Investigations completed and documented and submitted within the time frame requested	100% daily all shifts	0%	100% Inspection Management Reports Validated Complaints Random Sampling	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

EXHIBIT I.6

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
SUPERVISOR 1. Assures Proper Assignment Coverage	Assignments covered.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 8 hours Per shift not covered
2. Appearance - Personal and Uniform	Clean Appearance. Uniform and equipment in good working order.	100% all times	10%	100% Inspection Validated Complaints Random Sampling	*Deduct 2 hours
3. Makes Site Inspections	Facility inspected each shift.	100% each shift	0%	100% Inspection Management Report Random Sampling	*Deduct 2 hours
4. Updates Post Procedures	Facility books updated in timely manner.	100% as required	0%	Review Management Reports Random Sampling	*Deduct 2 hours
5. Instructs and Trains Officers on Beat	Officers well schooled in assignment coverage.	100% as required	10%	100% Inspection Validated Complaints Management Reports Random Sampling	*Deduct 8 hours
6. Responds to Incidents - Provides Backup	Provides assistance as required.	100% as required	0%	100% Inspection Validated Complaints Management Reports Random Sampling	*Deduct 8 hours Remove Supervisor
7. Has Working Knowledge of Radio Procedures	Capable of working with and training in radio procedures.	100% all times	10%	100% Inspection Management Report Random Sampling	*Deduct 2 hours

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

PERFORMANCE REQUIREMENTS SUMMARY

Date: _____

AQL = Allowable Degree of Deviation in Performance per Shift

Tasks	Performance Indicator	Standard	AQL	Method of Monitoring	Adjustment Deviation
8. Provide Adequate Supervision and Training	Contract specifications met.	100% all times	0%	Management Report Validated Complaints Random Sampling	*Deduct 8 hours
9. Drives Vehicle	Drives vehicle as required.	100% as required	20%	100% Inspection Management Reports Random Sampling	*Deduct 2 hours
10. Conducts Investigation	Completed investigations in timely manner.	100% all times	0%	100% Inspection Management Reports	*Deduct 8 hours
11. Writes Reports	Reports filed on time as required.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
12. Reviews Subordinates' Reports	Completes on time as required.	100% all times	0%	100% Inspection Management Reports Random Sampling	*Deduct 1 hour
CONTRACTOR Provide Performance Bond	Valid bond is furnished and not allowed to lapse.	100% all times	0%	Review of file	\$100 per day

P:\aspub\CONTRACT\Edwin\Security-Field\2008 RFP\Exhibit I.doc 02/03/2009

* Hourly deduction shall be made at the current hourly rate for level of officer involved.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Contractor/Principal)

as principal, and _____
(Surety)

as surety, are held and firmly bound unto the LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS AND COUNTY OF LOS ANGELES, State of California (hereinafter County), in the sum of :

_____ Dollars (\$ _____)
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said principal has been awarded and is about to enter into a written contract with the County for the Armed/Unarmed Security Services for Public Works Field Facilities, and is required by said County to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if said principal shall well and truly do and perform all of the covenants and obligations of said contract on its part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said County to said principal shall exonerate any surety unless the Board of Supervisors of said County shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

It is agreed that any alterations in the work to be done or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the principal or surety hereunder, nor shall any extensions of the time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the surety, provided, however, that if any alterations are made which will alter the general character of the work, or which will increase the total amount to be paid to the contractor by more than twenty-five percent (25%), then written consent of the surety shall be first obtained.

WITNESS our hands this _____ day of _____, 200 ____ .

By _____
(Contractor/Principal)

By _____
(Surety)

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its Attorney-in-fact

By _____
Its

By _____
Its

**CYPRESS SECURITY
PROPOSAL
FULL RANGE OF SECURITY
SERVICES FOR
LOS ANGELES COUNTY
PUBLIC WORKS FACILITIES
RFP # 2008-PA056**

Wednesday, November 26, 2008



CYPRESS SECURITY
452 Tehama Street,
San Francisco, CA 94103
Tel: 415.352.1900
Fax: 415.352-1910

INTELLIGENT SECURITY – THE INTELLIGENT CHOICE



INTELLIGENT SECURITY - THE INTELLIGENT CHOICE

Wednesday, November 26, 2008

Edwin Manoukian
Contract Administrator
Los Angeles County, Dept. of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

Re: Letter of Transmittal

Cypress Security, LLC putting forth a Letter of Transmittal in conjunction with Request For Proposals No. 2008-PA056

Dear Mr. Manoukian:

Identification of Firm

Cypress Security, LLC, headquartered in San Francisco, has been providing contract security services to government agencies and municipalities, and residential, commercial, institutional, retail, corporate, and non-profit (museum and educational institutions) clients in the Western United States since 1996. Cypress Security was incorporated in April of 1996.

Cypress Security is bidding as a Prime Contractor under this contract.

Cypress Security specializes in providing security services at venues where the premium is on customer service, customer security, maintaining order, preventing vandalism and theft, providing assistance to the public, and responding to emergencies. Cypress Security is licensed as a qualified security patrol operator by the State of California / Bureau of Security and Investigative Services (BSIS) (License No. PPO 124970).

Cypress focuses on being best-in-class for each market served. This is accomplished by measuring the performance by Cypress against set benchmarks. Cypress' management team is constantly reviewing current processes and procedures to identify areas of improvement measured against the benchmarks.

RFP Acknowledging

Cypress Security, LLC has received and reviewed the one and only RFP, issued on October 30, 2008.

Insurance and Sample Contract

Cypress Security, LLC has received and reviewed the insurance requirements as well as the sample contract.

**Proposal Effective Time**

The proposal submitted by Cypress Security, LLC will remain in effect and valid for 120 full calendar days after the deadline for the receipt of the proposal set forth with the RFP.

Contact Person

Nils Welin
CEO
Cypress Security
452 Tehama Street
San Francisco, CA 94103
Phone number: 415-240-4495
Fax number: 415-352-1900

Authorized Individuals

The following individuals are qualified and authorized to bind Cypress Security, LLC and enter into contract with the City of Oakland and any other entity as needed for the conduct of business:

Nils Welin – Chief Executive Officer
Kes Narbutas – Principle and President

Legal Form of Entity

Cypress Security is a Limited Liability Corporation (LLC) and was incorporated in April of 1996.

Sincerely,



Nils Welin
Chief Executive Officer

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State of California Secretary of State

L

STATEMENT OF INFORMATION (Limited Liability Company)

Filing Fee \$20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. **LIMITED LIABILITY COMPANY NAME** (Please do not alter if name is preprinted.)

199609910012
CYPRESS SECURITY, LLC
457 MINNA ST 2ND FLOOR
SAN FRANCISCO CA 94103-2914

This Space For Filing Use Only

DUE DATE: 04/30/2006

FILE NUMBER AND STATE OR PLACE OF ORGANIZATION

2. **SECRETARY OF STATE FILE NUMBER**

199609910012

3. **STATE OR PLACE OF ORGANIZATION**

CA

NO CHANGE STATEMENT

☒ If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 13.

If there have been any changes to the information contained in the last Statement of Information filed, or no Statement of Information has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. **STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE** CITY AND STATE ZIP CODE

5. **CALIFORNIA OFFICE WHERE RECORDS ARE MAINTAINED (DOMESTIC ONLY)** CITY STATE ZIP CODE

CA

NAME AND COMPLETE ADDRESS OF THE CHIEF EXECUTIVE OFFICER, IF ANY

6. **NAME** ADDRESS CITY AND STATE ZIP CODE

NAME AND COMPLETE ADDRESS OF ANY MANAGER OR MANAGERS, OR IF NONE HAVE BEEN APPOINTED OR ELECTED, PROVIDE THE NAME AND ADDRESS OF EACH MEMBER (Attach additional pages, if necessary.)

7. **NAME** ADDRESS CITY AND STATE ZIP CODE

8. **NAME** ADDRESS CITY AND STATE ZIP CODE

9. **NAME** ADDRESS CITY AND STATE ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California address. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 11 must be left blank.)

10. **NAME OF AGENT FOR SERVICE OF PROCESS**

11. **ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL** CITY STATE ZIP CODE

CA

TYPE OF BUSINESS

12. **DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY**

13. **THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.**

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

CEO
TITLE

2/1/06
DATE

5.) EXPERIENCE

Background

Cypress Security is highly qualified to provide security services for Los Angeles County Department of Public Works. Cypress has successfully developed security solutions for similar agencies with the same security objectives and similar scope of work. Competitive advantages that will benefit LA County by selecting Cypress Security:

- ✘ Transit experience – Cypress has extensive experience working with public agencies, including East Bay Municipal Utilities District, San Francisco MUNI, SamTrans, Port of San Francisco, and Irvine Transit Center.
- ✘ Technology – Cypress is an innovator in the use of the latest technologies to ensure quality of service.
- ✘ Cost reductions/efficiency improvements – Cypress has an outstanding track record materializing cost reductions, efficiency improvements and quality improvements for Cypress clients.
- ✘ Cypress Training Academy – Cypress has one of the most extensive training programs in the industry for its officers.
- ✘ Outstanding Benefits Program, Career Development Philosophy and flexible wage structure – Cypress has comprehensive programs to reward and retain high performing officers for better quality and work-force stability.
- ✘ Environmental Responsibility – Cypress is the first security company with a carbon neutral goal and "Green" operating philosophy.
- ✘ Local company – Cypress is a local company with a strong infrastructure to support LA County. Being a local company, Cypress reinvests in the community where we live and work.
- ✘ Pay for actual cost – Cypress will propose a billing structure that includes discounts for non-occurred costs.
- ✘ Special events – Cypress handles numerous special events for its clients. This includes sport events, larger fairs, special opening days (San Francisco Fleet Week) and large museum openings (California Academy of Sciences, 50,000 visitors).
- ✘ Emergency Response – Cypress develops emergency plans for all clients and maintains a dedicated emergency response team.
- ✘ Cypress hires individuals with law enforcement or military background.

Company Profile

"To provide the best Security Workforce Management services in the Western United States delivered with excellent customer service for quality clients."

– Cypress Security Mission Statement

Cypress Private Security, LLC, headquartered in San Francisco, has been providing contract security services to government agencies and municipalities, and residential, commercial, institutional, retail, corporate, and cultural properties clients since 1996.

Cypress Security specializes in providing security services at venues where the premium is on customer service, security, maintaining order, preventing vandalism and theft, providing assistance to the public, and responding to emergencies.

Cypress Security is licensed as a qualified security patrol operator by the State of California/Bureau of Security and Investigative Services (BSIS) (License No PPO 124970).

Cypress focuses on being best-in-class for each market served. This is accomplished by measuring the performance by Cypress against set benchmarks. Cypress Security's management team is constantly reviewing current processes and procedures to identify areas of improvement measured against the benchmarks.

Cypress takes a long term approach developing business partnerships with all its clients in order to build the best value proposition. Through a Win-Win philosophy, Cypress has successfully developed strong partnerships with its clients. Through these partnerships, Cypress is able to deliver high quality services at an optimal value.

Cypress Security operates three different offices and employs approximately 480 security officers. The company is a strong growing company with an excellent local executive team with great visions for the employees and the company. Cypress Security has made a name in the industry setting new standards and pushing the quality to a higher level.

Environmental Responsibility

As a leader in the security industry, Cypress seeks to become the first carbon neutral security company. Cypress has developed a long term strategy in order to reach this goal, along with other ways on minimizing or eliminating any negative environmental impact. Cypress Security has partnered with Terrapass to create a carbon neutral index for all activities within Cypress. Each client assignment is analyzed using an Environmental Impact Index, and specific measures are introduced to reduce or offset carbon emissions, including the use of hybrid vehicles.

Cypress' team members all work to be part of ensuring that the company is a "Green" impact neutral security provider. As the clients assess their own operations and buildings to ensure they are playing their part in the global environment, Cypress is able to build on their desire to also be carbon neutral and environmentally friendly.

By working with Cypress, the client will have the unique ability to meet their security needs while enhancing their own ability to have a positive impact on the environment, and in some cases obtain increasingly important industry recognitions.

Selecting Cypress will ensure high quality security and a low environmental impact company.

Relevant Experience

Cypress' qualification and experience with public agencies is extensive. Cypress Security is currently providing similar services to those described in the RFP to agencies with similar missions as LA County. This includes both armed and unarmed Security Officers and Field Supervisors (Quality Control Managers). Representative clients include:

Client Name: East Bay Municipal Utility District	
Client Description	East Bay Municipal Utility District - Cypress Security provides security for 15 different East Bay Municipal Utility District (EBMUD) sites. EBMUD supplies water and provides wastewater treatment. Due to the level of sensitivity, EBMUD require a high level of security to ensure there are no breaches to the water supply facilities.
Industry	Water Utility & Wastewater Treatment/ Critical Infrastructure
Summary of Work Performed	Controlling traffic in and out from facilities, locking and unlocking facilities, responding to emergencies, coordinating with emergency response units, maintaining order at the sites, screening visitors and tenants for building access, reporting maintenance issues, conducting perimeter rounds, and patrol units. Cypress provides security for service yards, critical infrastructure, waste management plants and remote construction sites.
Cypress Accomplishments	Cypress Security has been instrumental in providing the right security solution at the different EBMUD facilities. A high focus is put on visibility and deterring unauthorized individuals to attempt entering the different sites. Cypress Security focuses on providing the right security for these sites with a high level of customer service ensuring all visitors are attended to.
Total Project Cost	\$6,500,000
Schedule and Budget	Cypress started the project according to schedule and is operating in accordance with budget.
Responsible part	100% Cypress Security
Period	07/01/2004 – Present
Contact Person	Steve Frew, Manager, Security and Emergency Preparedness East Bay Municipal Utility District 375 Eleventh Street Oakland, CA 94607-4240 (510) 287-0881 sfrew@ebmud.com

Client Name: State of California Department of Transportation (Caltrans) - San Francisco Muni	
Client Description	<p>The SFMTA's Muni is one of America's oldest public transit agencies, the largest in the Bay Area, the second largest system on the West Coast, and seventh largest system in the United States. It currently carries more than 200 million riders annually. Operating historic street-cars, modern light rail vehicles, diesel buses, alternative fuel vehicles, electric trolley coaches and the world famous cable cars, Muni's fleet is among the most diverse in the world.</p> <p>SFMTA's Muni employs over 4000 employees and has recently partnered with the San Francisco Department of Parking and Traffic thus increasing its headcount by an additional 1500. The SFMTA's Parking and Traffic operation manages 40 City-owned garages and metered parking lots. It also manages all traffic engineering functions within San Francisco, including the placement of signs, signals, traffic striping, curb markings, and parking meters. It promotes the safe and efficient movement of people and goods throughout the City.</p>
Industry	Transportation/Critical Infrastructure
Summary of Work Performed	Cypress Security provides a number of services; Armed Officers for Fixed Posts, Security Escorts and Control Centers. Unarmed positions include; Control Room Operators, Fixed post Officers, Graffiti Patrol Unit, Observer program and undercover units.
Cypress Accomplishments	<p>Cypress has restructured the old security schedule to better utilize positions by removing several poorly tasked positions. This gave a savings of over \$20k a year to SFMTA. Cypress has been able to create new positions adding value to Revenue Service and Daily Operations. During the startup process, there was virtually no radio system in place, Cypress Security assisted in procuring 40 radios to assist in communication city wide as well as improved officer safety. 24x7 Control Rooms have been established for better communication. All Security Officers are put through a rigorous training; Armed Officers are subject to additional training and recertification several times a year. Not only are Armed officers licensed and trained through the state but they are trained once again at Cypress before they are issued a weapon. All armed Officers must show proficiency in marksmanship before being assigned to duty. Electronic Payroll system has been implemented. On-line training has been implemented and is currently in use. The use of green vehicles and energy conscious transportation has been implemented.</p>
Total Project Cost	\$14,500,000
Schedule and Budget	Cypress started the project according to schedule and is operating ahead of schedule and below budget.
Responsible part	100% Cypress Security
Period	09/01/2008 – Present
Contact Person	<p>Joy Houlihan, Deputy Director of Security & Enforcement</p> <p>875 Stevenson Street Suite# 224</p> <p>415-554-7017 work</p> <p>415-554-7117 fax</p>

Client Name: City of Irvine Project: Irvine Station Security Period: 10/01/2008 - Present	
Client Description	Cypress Security provides security for the Irvine Station intermodal transit center. The Irvine Station serves various transit systems, including Amtrak, Metrolink commuter rail service, and the Orange County Transportation Authority fixed route bus system.
Industry	Transportation/Critical Infrastructure
Summary of Work Performed	Patrol transit platforms and parking areas, respond to emergencies, coordinate with emergency response units, maintaining order at the site, report on maintenance issues, and be an ambassador to visitors and transit riders.
Cypress Accomplishments	Cypress Security has built a strong and efficient security solution for the City addressing all ongoing security problems at the site. When designing this security solution, Cypress focused on customer service and public transit security. Cypress Security officers are trained to be the ambassadors of the site and to ensure an effective level of security.
Total Project Cost	\$2,000,000
Schedule and Budget	Cypress started the project according to schedule and is operating ahead of schedule and below budget.
Responsible part	100% Cypress Security
Period	10/01/2008 – Present
Contact Person	Gary Hewitt, Sr. Transportation Analyst Department of Public Works City of Irvine 1 Civic Center Plaza Irvine, California 92623-9575 (949) 724-7322 ghewitt@ci.irvine.ca.us

Cypress Security - Supplemental Information - Confidential San Francisco	
Client Description	Cypress Security provides security for 15 different locations serviced by the HSA, including several sites with more than 15 officers per shift. HSA services over 100,000 San Franciscans each year. HSA serves people who suffer hardship or who have been unable to participate fully in the social and economic life of the community.
Industry	Social Services/Public Services
Summary of Work Performed	Cypress Security has built a strong and efficient security solution for the City addressing all ongoing security problems at these sites. When designing this security solution, Cypress focused on customer service and servicing the community. Cypress Security officers are trained to be the ambassadors of the sites and to make sure that security is provided to all visitors with a high level of customer service.
Cypress Accomplishments	Locking and unlocking facilities, respond to emergencies, coordinate with emergency response units, maintaining order at the sites, screening visitors and tenants for building access, report on maintenance issues, respond to alarms (fire and burglary), panic alarms, metal detector screening, and be an ambassador of each building
Total Project Cost	\$18,000,000
Schedule and Budget	Cypress started the project according to schedule and completed the project according to budget.
Responsible part	100% Cypress Security
Period	07/01/2004 – 08/31/2008
Contact Person	David M. Curto, Director of Contracts City & County of San Francisco – Department of Human Services 1650 Mission Street, Suite 300 San Francisco, CA 94103 (415) 557-5581 david_curto@ci.sf.ca.us

Client Name: San Mateo County Transit District (Caltrain) and SamTrans	
Client Description	The San Mateo County Transit District manages the SamTrans fixed-route bus and Redi-Wheels paratransit services; administers the Caltrain commuter rail service which is governed by the Peninsula Corridor Joint Powers Board; operates a shuttle program; and has partnered with BART to develop and operate the BART-SFO extension to the new Millbrae Inter-modal Station.
Industry	Transportation/Critical Infrastructure
Summary of Work Performed	Locking and unlocking facilities, responding to emergencies, coordinating with emergency response units, maintaining order at the sites, screening visitors and tenants for building access, reporting maintenance issues, and conducting perimeter patrols. Cypress provides security for service yards, bus yards, Vault Pull Stations and the Administrative main building including the Control Room operation for SamTrans Revenue handling.
Cypress Accomplishments	Cypress has built a solid security solution for SamTrans ensuring rider safety as well as security at different yards. Cypress security's solution emphasizes rider safety to make sure there is a positive trend in number of riders. The security solution is designed to handle large volumes of traffic and maintaining security for larger groups of people while maintaining the feeling of a welcoming environment.
Total Project Cost	\$7,500,000
Schedule and Budget	Cypress started the project according to schedule and is operating ahead of schedule and below budget.
Responsible part	100% Cypress Security
Period	10/01/2006 – Present
Contact Person	William Pedrini, Chief of Protective Services SamTrans 1250 San Carlos Avenue San Carlos, CA 94070 (650) 508-7743 pedrinib@samtrans.com

Client Name: San Francisco Museum of Modern Art	
Client Description	The San Francisco Museum of Modern Art is a private, not-for-profit institution supported by its members, individual contributors, foundations, corporations, and government agencies. Cypress provides security for the Museum ongoing and for special events.
Industry	Cultural Properties
Summary of Work Performed	The protection of collections at the museum, monitoring the facility 24/7, responding to emergencies, coordinating with emergency response units, maintaining order at the sites, reporting maintenance issues and respond to the same, and conducting perimeter patrols. Cypress operates a highly advanced control room at the facility.
Cypress Accomplishments	Cypress has built a solid security solution for MOMA ensuring safety at the museum. Cypress security's solution emphasizes visitor safety and protection of the art at the site. The security solution is designed to handle large volumes of visitors and maintaining security for larger groups of people while maintaining the feeling of a welcoming environment.
Total Project Cost	Not Available
Schedule and Budget	Cypress started the project according to schedule and is operating according to budget.
Responsible part	100% Cypress Security
Period	08/01/2006 – Present
Contact Person	Joe Brennan, Director of Facilities San Francisco Museum of Modern Art 151 Third Street San Francisco, CA 94103 (415) 357-4196 jbrennan@sfmoma.org

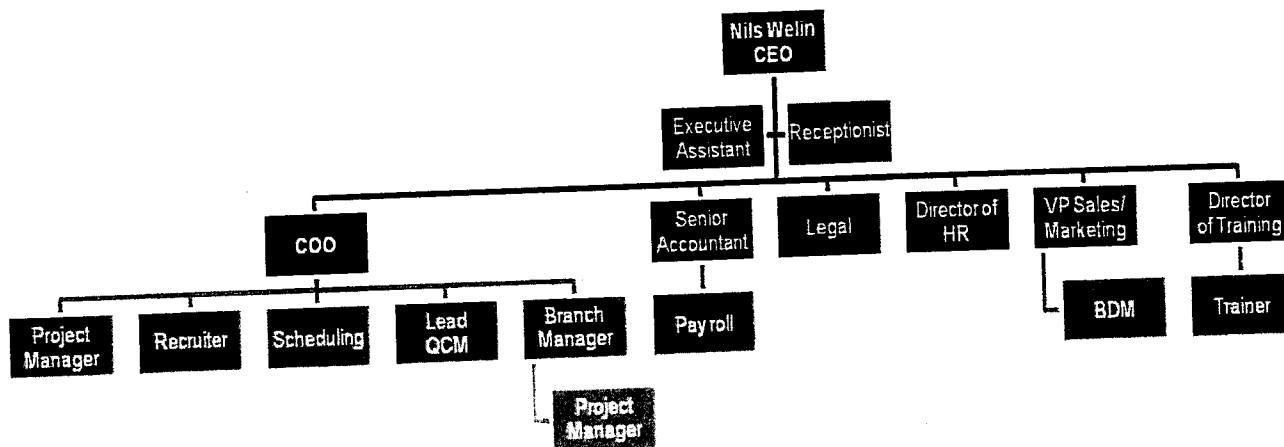
Client Description	
Client Description	The Port of San Francisco is a public enterprise committed to promoting a balance of maritime, recreational, industrial, transportation, public access and commercial activities on a self-supporting basis through appropriate management and development of the waterfront for the benefit of the public.
Industry	Transportation/Critical Infrastructure
Summary of Work Performed	Locking and unlocking facilities, responding to emergencies, coordinating with emergency response units, maintaining order at the sites, assist and provide information as needed, screening visitors and tenants for building access, reporting maintenance issues, and conducting perimeter patrols. Cypress provides security for the water transit system, ferry building, Piers, and Administrative buildings.
Cypress Accomplishments	Cypress Security provides security for the Port of San Francisco, both at Water Transit locations and office buildings. Cypress Security provides both mobile patrols as well as stationed guards at different Port locations. Cypress works closely with Homeland Security staff to assess all security needs for the Port and its clients.
Total Project Cost	\$2,500,000
Schedule and Budget	Cypress started the project according to schedule and is operating according to budget.
Responsible part	90% Cypress Security
Period	06/01/2007 – Current
Contact Person	Sidonie Sansom, Director, Homeland Security Port of San Francisco Pier 1 San Francisco, CA 94111 (415) 274-0544 sidonie.sansom@sfport.com

Organizational Structure

Cypress Security headquarters are located in San Francisco, thus giving Cypress has a very strong presence in the state. The executive team is regularly involved in the daily operation. Cypress maintains a 24/7 dispatch operation out of its corporate facilities from which it serves its clients.

Cypress has a branch office in Los Angeles County which will be a 24/7 operation with a full dispatch operation and will be fully operational by the start of this assignment. Officers and Patrol vehicles will be dispatched from this office to support LA County and other clients in the region. This dispatch operation will act as a back-up to the dispatch in San Francisco and vise versa.

Cypress' organizational structure will fully support and service the security needs for all clients. Cypress has created an operational structure that is qualified and empowered to resolve any concern that might arise within the scope of work related to the account. Experience has proven this to be a very cost efficient and quality oriented approach. Cypress has developed procedures that keep our clients and those they serve as our number one priority when performing our services. To ensure we meet the corporate goal of 100% customer satisfaction, Cypress has developed an organizational structure that can respond to any changes in the clients' security need and any concerns that might arise. The communications channels are direct and enable the management to be in constant communication with Quality Control Managers and the site officers. The following is an outline of Cypress organizational structure.



Minimum Mandatory Requirements

Cypress Security meets each of the minimum mandatory requirements listed in Section 1B of the RFP. Cypress has been providing high quality security services to clients since 1996. Cypress Security is licensed as a qualified Private Patrol Operator by the State of California/Bureau of Security and Investigative Services (BSIS) (License No PPO 124970).

6.) WORK PLAN

Security Objectives

Cypress Security will work with LA County to meet all the services objectives and work requirements put forth in the RFP. It is the objective of Cypress Security to provide a comprehensive security solution that is delivered with the highest level of professionalism and customer service. Cypress will design the security solution to meet the objectives put forth by the County and to protect the interests of all stakeholders, including customers, DPW staff, the general public, and the environment.

Fully Staffed

Cypress is a well-known and well respected security company. Over the years, Cypress has developed a reputation as a fair employer, giving opportunities for growth to all employees who are willing to progress in their own career.

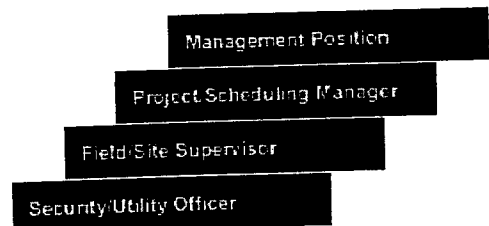
Cypress' strong reputation in the industry attracts good employees and retains the best ones. Through our extensive hiring, screening and training processes, Cypress is well positioned to ensure the account is fully staffed. With the large pool of current employees working for Cypress, the company is able to leverage our existing employees, as well as new employees to staff this account.

The Recruiters and Trainers working for Cypress are well equipped with different tools in order to ensure Cypress hires and trains the best people. The Cypress management team works hard to ensure all well-performing employees stay with the company, and are motivated and challenged to their fullest extent.

Recruitment

Providing best in class security starts with hiring and training the best-qualified officers. Being entrusted with the responsibility of providing security services to your facilities, it is our obligation to give you nothing but the best. Cypress recognizes our performance starts with our officers working on the "front line". Therefore, Cypress has designed and implemented a stringent hiring and screening process, managed by Cypress' Chief Operating Officer. Cypress focuses on hiring local candidates for sites located in the employees' community.

Cypress dedicates several resources to the recruitment, hiring and training processes. The overall process is overseen by the Chief Operating Officer who works with the Personnel Development Manager, the different Client Managers/Account Managers, the Scheduling Manager and Human Resources to recruit, hire and train Cypress employees.



The process includes several steps of testing and assessment of candidates, including their ability to follow instructions, trustworthiness, competence, diligence, good judgment, interpersonal and language skills as well as other qualities critical to performing at peak levels.

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Internal recruitment and promotion is an integral part of Cypress success. As a company, it is important management is able to stimulate our officers and make sure good performance is recognized. Cypress has a clearly defined career path for our officers to advance within the company. This leads to better quality service delivered to our clients.

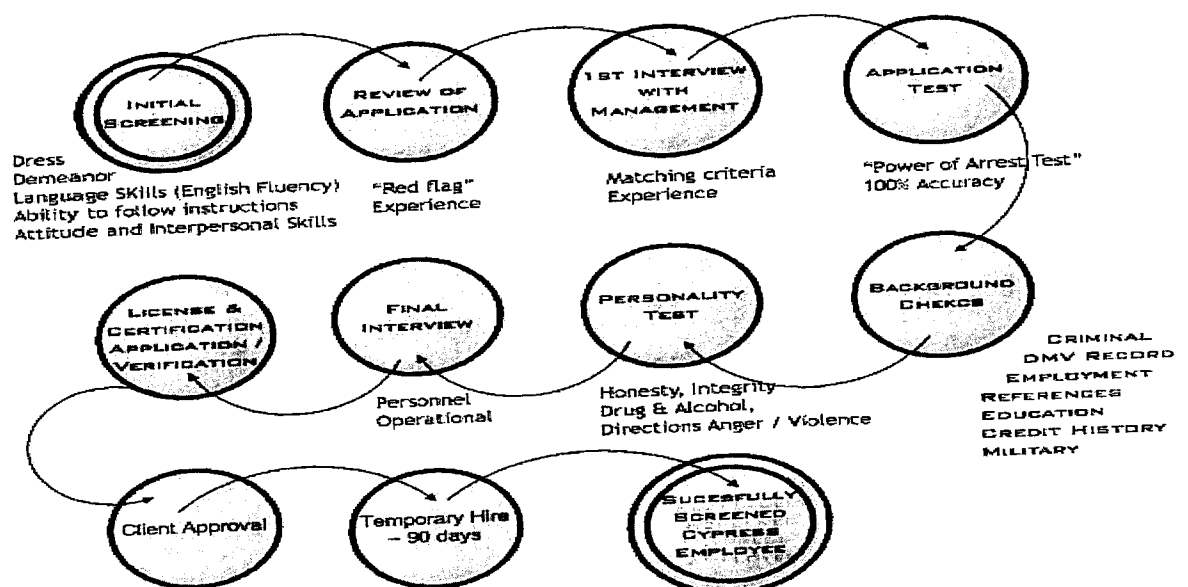
Cypress hires individuals with law enforcement and military background. Several of Cypress staff has either a military background and or law enforcement background.

Recruitment

To ensure we focus on hiring quality applicants, Cypress has carefully chosen different venues for finding and selecting new applicants. The following are some of our current recruiting resources:

- Job Fairs
- Coast Guard
- Military Publications
- Referral from current employees
- Referral from current clients
- Local colleges
- Web-based advertisement (Monster, Craig's List, etc.)
- Local outreach programs
- Advertisement in local papers

The intent of Cypress is to aggressively pursue a proactive approach to our affirmative action program.



Screening – Selecting the Best

Cypress Security is an equal opportunity employer, looking for the best employees in each market served.

The Screening Process starts with the applicant completing an extensive application form that will serve as the base reference material throughout the process. The hiring and screening process is a multi-phased process, assessing all levels and capabilities of an individual. After each step is completed, an assessment is made whether the applicant will move on to next step or not.

Pre Application Interview Questions

The application process starts with the applicant answering 40 questions prior to filling out the application. The questions are geared toward a person's attitude to work, security, and other very important questions. Based on the answers, applicants are selected to continue the application process.



Application

After the applicant has completed the initial interview questionnaire and been selected to the next level of the screening process, the applicant will complete an extensive application. The applicant must provide all information as requested in the application document. The following questions are included in the application package:

- ✗ A 10 residential history
- ✗ Educational history starting at elementary school level
- ✗ A complete work history without any gaps over 30 days. (if gaps exists, the applicant must provide a notarized explanation)

Interview

The interviewing process is a multi step process. The following steps are followed in the interview process:

- ✗ Human Resources Review of Application and Interview: After the applicant has completed a comprehensive applications form, Human Resources reviews the application to find out if there is a fit between Cypress Security and the applicant. Human Resources will make an initial assessment of the application in order to match a specific application to an open request. HR also reviews the application for any discrepancies or "red flags" during an initial interview.
- ✗ Hiring Manager (Client Manager/Account Manager) Interview: The hiring manager, in most cases the Client Manager/Account Manager, will conduct an interview with the applicant to better understand the fit of the officer to the specific site.
- ✗ Chief Operating Officer/Branch Manager Interview: The Manager will conduct an interview with the applicant to get a good understanding of how the officer fits with the overall Cypress philosophies.
- ✗ Client Interview: As the last interview step, an onsite interview may be conducted by the client if the client chooses this option. This interview is a vital part of finding the right officer for each site.

Testing

- ✕ **Written Test:** Each applicant takes a written test answering questions in regards to their approach toward security and reasons for applying with Cypress. This test is a good indicator of an applicant's ability to write good reports and have strong communication skills.
- ✕ **Personality Test:** Cypress utilizes proven personality tests to assess the depth of a candidate. The following is a sample of areas included in the personality test: honesty (attitude toward stealing), drug and alcohol use, propensity toward anger/violence, integrity and work ethics as well as willingness to accept and follow directions.

Drug Testing

Successful applicants must pass a 10 panel drug screen. The following drugs are included in the panel: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Marijuana, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene. The drug screen used by Cypress meets or exceeds all of the requirements for Safety Sensitive positions under the Federal Transportation Administration and Code of Federal Regulations.

Background Investigations

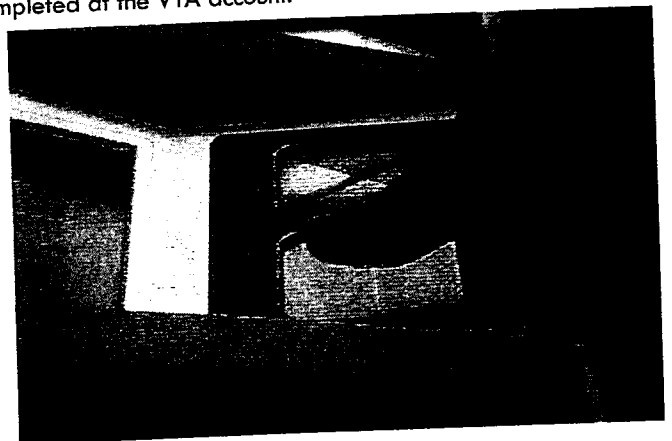
After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. All persons employed by Cypress are submitted for registration through the appropriate state agency (BSIS).

Obtaining an Investigative Consumer Report (background screen) is an essential part of Cypress Security's corporate goals to provide quality security services. The procedure is designed to find the best suited and best qualified individuals to become Cypress employees. Each individual has to meet or exceed all requirements set forth by Cypress' screening standards. When an applicant applies for a position of employment with Cypress Security, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes Cypress Security to obtain the ICR from our contracted ICR Agency. Once this is done, a determination of what level of ICR is made by Cypress management. This ranges from a Basic Level to Management and includes orders for live criminal record pulls, State, Regional and National Criminal Database Searches, Social Security Verification, Education Verification, Department of Motor Vehicle records, Credit history, and State and National Sex Offender records.

Cypress will ensure each security officer or employee assigned to the VTA account has submitted to, and successfully passed a fingerprint background investigation through the Santa Clara County Office of the Sheriff. This background will be completed prior to any work being completed at the VTA account.

Live Scan

Cypress processes all applicants and employees through our in-house Live Scan equipment. The Live Scan fingerprinting equipment allows Cypress to check an applicant's background and find out if an applicant has a criminal record. The in-house equipment allows for speedy and accurate processing of the applicants by sending fingerprint data directly to the Department of Justice.



Training & Work Verification

All applications are verified against listed information. Statements in the application are verified against all references listed. If an applicant does not list a verification reference, the applicant is either asked to provide this or the reference is discounted. Training is verified with copies of certificates or diplomas or contact with issuing organizations. Cypress Security needs to be able to verify all listed information.

After verification of work experience and training, each new Cypress employee will go through Cypress training modules.

Psychological Testing

Cypress employees have to complete the widely used and respected psychological test, Minnesota Multiphase Personality Inventory-2 (MMPI-2) before being assigned to any armed, safety sensitive, or client mandated position..

Cypress Training, Learning and Development Philosophies

Cypress is committed to the growth of each and every employee within the company. It is Cypress philosophy to ensure all employees are given opportunities to grow to their full potential within the company. This commitment is of the highest importance to ensure all employees perform at peak level when delivering security services to our clients.

To ensure this objective is met, Cypress has incorporated the learning and growth objective into one of the company's value statements.

Value Statement

A Commitment to Employee Growth and Well-Being

Cypress Security is committed to creating a work environment characterized by continuous learning and a team approach, creating an environment where all employees are given an opportunity to grow within the company.

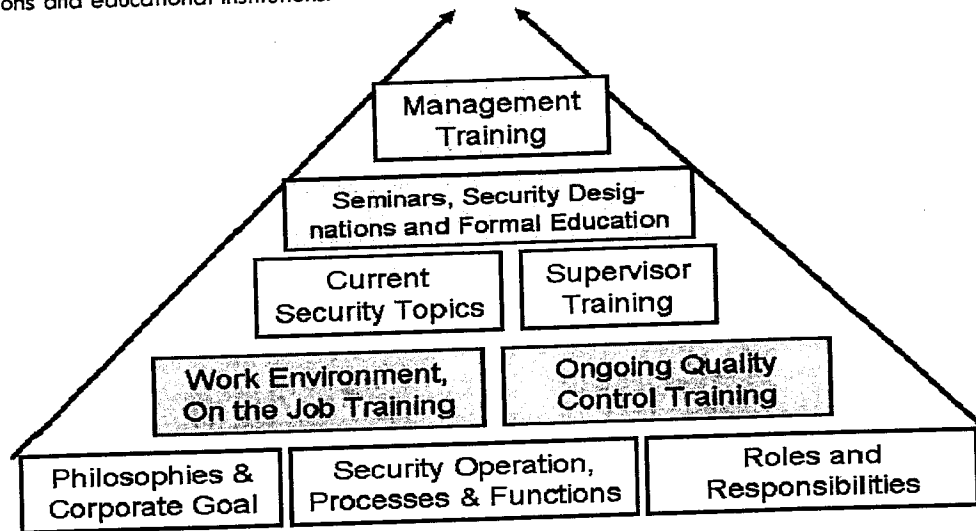
Training for Performance – Learning for Life

At Cypress Security, training is an ongoing process that never stops. To ensure each employee is educated in such a way that their strengths are enhanced and their weaknesses are eliminated, a career enhancement plan is developed for all employees. The career enhancement plan takes into consideration the employees personal goals and how they correlate with Cypress cooperate objectives. The focus of the plan is to Learn for Life by focusing on the tasks at hand to be performed by each employee.

In order for any training to be effective, it is important the students understand the objectives with the training. In the case for Cypress, the objective is to deliver outstanding security services to all our clients. This objective is reflected and expressed through the company's philosophies and values. Therefore, Cypress training starts with a thorough overview of the company philosophies and objectives.

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Cypress' Pyramid of Learning is the foundation for each employee's career enhancement plan. As outlined below, the pyramid consists of several layers and levels of training, both in-house training and through official security designations and educational institutions.



Core Training

The core training consists of the five first "blocks" on the Pyramid of Learning – Philosophies & Corporate Goals, Security Operation, Processes & Functions, Roles & Responsibilities, Work Environment on the Job Training and ongoing Quality Control Training.

The three first blocks are conducted in classroom settings and are outlined under Security Officer Training. This training consists of numerous different modules and Cypress training library consists of over 60 hours of different training modules.

Security Officer Training

Cypress Security Training Procedures are developed to ensure all employees perform in accordance with the highest standards in the Security Industry.

All Cypress Security employees are subject to Cypress' training program independent of prior experience. Cypress' training program is carefully designed to ensure the highest level of quality for optimal customer service.

The Director of Training is responsible for the execution and documentation of all company training activities. He/she is also responsible to make sure all training material is updated and up to par with current industry standards.

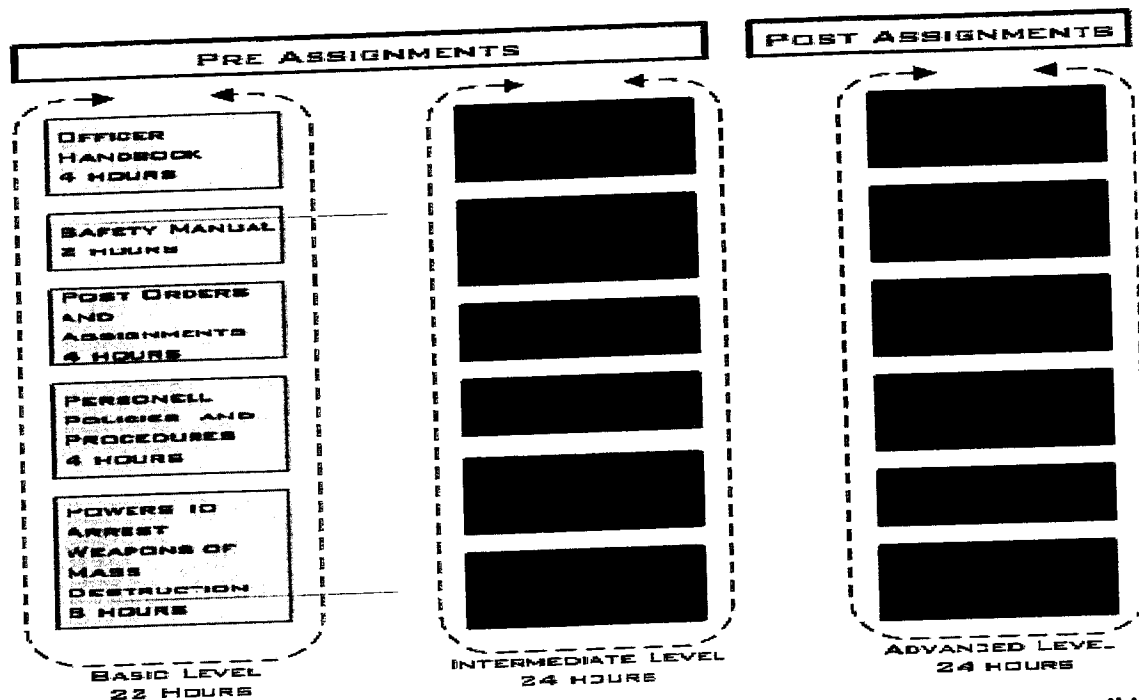
The following chart outlines the training process for all new Cypress Security Officers. It serves as a guideline for Management to ensure all assigned officers have received proper training before being assigned to fill a post.

Each training module consists of classroom training, DVD presentation, and online training. As part of Cypress Security's "Green" initiatives, Cypress has transitioned our training from paper-based to electronic delivery and testing mediums. This training material is presented by different Training Managers within the company.

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The officer must receive a passing score on each module to proceed to the next module. Each officer receives a certification of completion after successfully passing a written exam.

All Officers receive 40 hours of training prior to being assigned to any site.



Philosophies & Corporate Goals, Security Operation, Processes & Functions, Roles & Responsibilities

All Security Officers receive this comprehensive training program before they are assigned to a post. This training includes: Powers to Arrest, Weapons of Mass Destruction, the Cypress Personnel Policies and Procedures Manual, Cypress Officers Handbook, Cypress Safety Handbook as well as Post Orders and Assignment. These five basic modules ensure all officers are fully trained on Cypress' quality assurance in order to deliver quality service. The different handbooks are also used as tools in the Security Officers' daily work.

The training focuses on building a comprehensive understanding of the individual officer's tasks as well as how he or she fits within the Cypress organization and is composed of the following four modules.

Cypress Security Personnel Policies and Procedures Manual – 4 Hours

This training module talks about the history of Cypress as a company and what Cypress corporate philosophies, goals and overall mission statement represent. This module is a very important component setting the tone for all training and how to be part of the Cypress family.

Cypress Security Personnel Policies and Procedures Manual – 4 Hours

The Policies and Procedures Manual outlines key policies and practices, work standards, quality control and benefits at Cypress Security. Clearly communicated policies increase efficiency and reduce confusion. This is beneficial to Cypress Security, our employees and our clients to deliver services of the highest quality.

Cypress Security Officers Handbook – 4 Hours

The Security Officers handbook has been compiled to guide and instruct Cypress Security Officers in their daily duties. The handbook includes specific performance requirements for all Security Officers assigned to different sites. Includes all basic forms, including Daily Activity Reports, Incident Reports, Hazard Reports, and Condition Reports.

Cypress Security Safety Manual – 2 Hours

The purpose of the Cypress Safety Manual is to minimize injuries and improve the safety in the daily work of Cypress Security Officers. Like the Officer Handbook, the Safety Manual lists specific performance requirements for all Cypress Security Officers assigned to work at different sites, whether in a permanent or temporary status.

Customer Service and its Importance – 4 Hours

Cypress' customer service training is developed to ensure all Cypress employees are skilled in the highly sensitive and sometimes complex art of Customer Service. The fundamentals of the customer service training are the customers needs. Security officers are trained to identify the customers' needs in any given situation.

Powers of Arrest / Weapons of Mass Destruction – 8 Hours

All new Guard Card applicants must receive the 8 hours of Powers to Arrest/Weapons of Mass Destruction training and pass a test with a 100% score. The Powers to Arrest/Weapons of Mass Destruction manual and test for this training is supplied through BSIS.

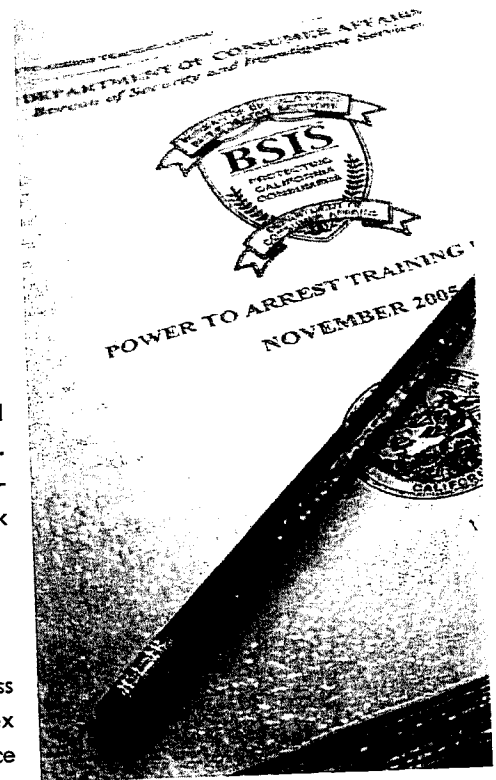
Post Orders and Assignments – 4 Hours

Specific Post-Order instructions and how to carry out client assignments. Includes site orientation and types of specific site post orders, duty procedures, elevator and alarm control panel equipment, emergency procedures, liability implications, lost and found, escorts and other post duties required.

All Cypress Security Officers are required to pass two additional training modules each year working for Cypress. The selection of what modules to be trained on is in line with the individual officer's Career Enhancement Plan.

Transportation Security Module – 4 Hours

The transportation module outline duties and responsibilities for security personnel assigned to public transportation facilities. It includes training on customer service, crowd control, platform safety and security, bomb threats and patrol techniques. It will also train the officer on security awareness, emergency response, and counter-terrorism training materials and give the officer an understanding of his/her role in the Security and Emergency Management Plan for their specific facility. The class also discusses integration of visible deterrence, randomness, and unpredictability into security deployment activities to avoid exploitable patterns and heighten deterrent effect.



Public Relations with Community and Customers – 4 Hours

Instructs the officer on public manners and public presentation expected by the client and Cypress Security. This includes professionalism, role as a security officer, client relations, appearance, attitude, verbal skills, listening skills, leadership, sexual harassment, cultural diversity, and substance abuse.

Observation, Report Writing and Documentation – 4 Hours

Outlines in detail how to be alert and how to write effective reports, including the importance of documentation. This module covers report writing, note taking, legal ramifications of reports, English as a second language, observation and patrol techniques, types of patrols, asking appropriate questions, observing suspects and suspicious activity.

Communication and its Significance – 4 Hours

Defines a clear understanding of when or how to communicate issues and how communication can diffuse certain situations. This module includes types of incidents where communication is essential, communication systems, emergency services and media.

Loss Prevention – 4 Hours

The Loss Prevention training is embedded in the basic training level for officers assigned to work at retail clients. The officer might not be directly engaged in LP duties, but he/she needs to be trained and understand the specifics surrounding the Loss Prevention part of security.

Handling Difficult People- 4 Hours

Cypress is certified to train in Management of Aggressive Behavior (MOAB). This very important conflict resolution training program is highly effective when handling difficult individuals in a stressful situation. Training includes proper communication, verbal diffusion, speaking constructively, respect, stereotyping, prejudice and cultural diversity, handling hostage situations.

Access Control – 4 Hours

This module outlines various access control methods and their uses. Instructs officers on how to effectively tell someone, "no entry allowed." The module also includes electronic alarm systems, equipment, types of alarm sensors, receipt of alarms, false alarms, access control systems and CCTV.

Fire Life Safety System – 4 hours

Officer training includes evacuation procedures, means of egress using stairwells and corridor exit training, and elevator recall procedures. Fire prevention training for every officer includes knowing tenant emergency wardens and warden requirements, means of safe egress, understanding and checking on hot work permits for contractors, and working and supporting building engineering staff in the time of an emergency.

Parking and Traffic Control – 2 hours

Outlines various traffic and parking control procedures and driving laws. This module covers personal protective equipment, using traffic control devices and equipment, traffic violations, controlling vehicles and pedestrians, hazardous spills, broken gas-sewer lines, downed power lines.

The Advanced Level Training modules are focused to build the first step for a security officer to become a Site Supervisor or a Quality Control Manager. These classes are only assigned to individual officers who have completed a minimum of two Intermediate Level Training Modules with a score of 90% or better and should be conducted in their second and third year of continued service.

Liability and Legal Aspects of Security – 4 Hours

A basic legal boundary for security officers with a broad overview of California legal system as it pertains to criminal, civil and administrative laws. This module teaches the difference between Civil Law and Criminal Law, elements for arrest, brief overview of Powers to Arrest, and civil liability for security officers.

Workplace Violence – 4 Hours

Guides Security officers on how to prepare for and handle workplace violence with customers and co-workers, including detecting unusual behavior and warning signs, worker to worker violence, client and customer disputes, anger management, self defense and when to use it.

Driving Safety – 4 Hours

Officers learn the differences between private vehicle operation vs. 'on duty' use, including preparing and inspecting a vehicle prior to use, how to safely drive, bicycle safety, and golf cart safety.

Chemical Agents – 8 Hours

Instructs officers on the use and liability of chemical agents, pepper spray, and hand held aerosol tear gas weapons. The curriculum includes types of chemical agents, use strategy, legal aspects, psychological and physiological effects, safety, first aid and risks.

Supervisor Level Training Module (Quality Control Manager Training) QCM - 8 Hours Plus

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To emphasize the importance of field support and structure, Cypress has elevated the level of supervision to Quality Control. Quality control is a fundamental part of creating a successful security operation. This is reflected in Cypress' organizational structure. Cypress utilizes Quality Control Managers to conduct training, support and quality control checks in the field. All Cypress Security Quality Control Managers (QCM) must undergo the QCM Training before being assigned as a QCM. The Director of Training is responsible for the planning and execution of the training session.

The QCM training is divided in to the following areas:

- QCM Handbook
- Leadership
- Quality Control and its importance
- Driving and Vehicle Safety
- Field Forms and Reports

Conditional Required Training

Client / Contract Required Training

Cypress Security tailors its training to meet all client specific requirements. To make the training process easier, an on the Job Training (OJT) Form is used every time an officer receives site specific training. The OJT form outlines the essential training all officers must know before he/she can be assigned to a post. The OJT form should also list any training specifically required for the site (Alarm panels, access control etc.).

Site Specific – On the Job Training (OJT)

Client Managers are responsible for site specific training within their contracts. Usually the OJT training is led by a Quality Control Manager or a Site Supervisor.

In addition to the site specific knowledge, the officer is educated about the surrounding area and is informed about changes that might occur in the neighborhood.

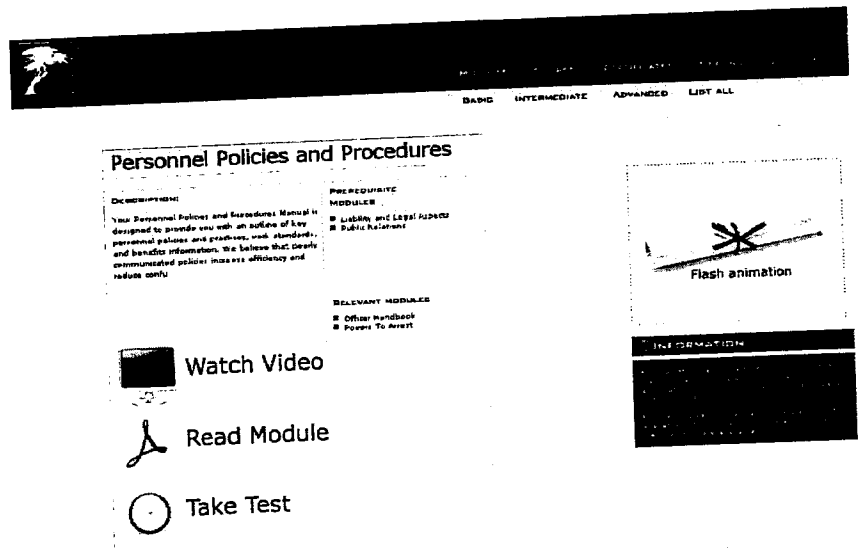
On-line Training Modules

Cypress has developed a state of the art on-line training system, Cypress Training Academy. All Cypress training modules listed above are included in the CTA system. Through CTA, Cypress is able to train each officer with the same consistency and is able to quickly bring new training modules to the officers. The officer can go on-line at any time and complete a new module. The officer does not have to come to a Cypress office for a scheduled class, and can complete a new module when directed. In this way, Cypress can quickly train all officers on any new industry specific information or on any changes to the specific site the officer is working at.

There are three levels all with different training modules, Basic, Intermediate and Advanced.

Each module consists of three components; Video Module, Written Module and a Test. The officer needs to complete all three components and receive a passing score of 90% in order to receive their certification for that module.

An officer's ability to take and pass the online test is taken into consideration when promoting within the company, which enables all officers to enhance their skill sets.



Seminars, formal Education and Management

Cypress encourages continued education to attend an accredited university within different fields such as Security and Criminal Justice, Management, Human Resources, and Finance. Cypress offers assistance to our employees depending on years of employment and career development plan.

It is of high importance employees are coached in such a way that their interests for ongoing education is kept at a high level. Cypress focuses on Training employees for their tasks, and in the process, learning for life.

Management training is done in several steps. To become a great leader you have to be a good follower. The ongoing management training happens at all levels within Cypress. The goal is to give each employee an opportunity to grow to a management level.

Certification Programs

Cypress includes different certification programs for managers and security personnel to further enhance their knowledge of security and enable them to perform at even higher levels when servicing our clients.

Depending on the job function and career enhancement plan in place, an employee can undergo one of three different designations. All programs are offered through ASIS International and are a combination of self and classroom study. Employees who pass the test are issued a certificate in their designation by ASIS International.

Certified Protection Professional (CPP™)

Preeminent designation awarded to individuals whose primary responsibilities are in security management and who have demonstrated advanced knowledge in security solutions and best business practices.

Professional Certified Investigator (PCI™)

Technical designation award to those individuals whose primary responsibilities are to conduct investigations and who have demonstrated in-depth operational knowledge and competence in this area.

Physical Security Professional (PSP™)

Technical designation awarded to those individuals whose primary responsibilities are to conduct physical security surveys, design integrated security systems, or install, operate or maintain those systems and who have demonstrated in-depth operational knowledge and competence in this area.

Cypress pays for the training material as well as for the test itself. Cypress also allows employees to take paid time off to study for the test.



Quality Enhancing Technologies

Cypress has developed and implemented multiple technologies that enhance the quality of service. These solutions enable Cypress to deliver consistent security solutions across the board to all clients. These solutions also contribute in large part to cost efficiency and security improvement to a client's current security solution. Cypress uses the following technologies:

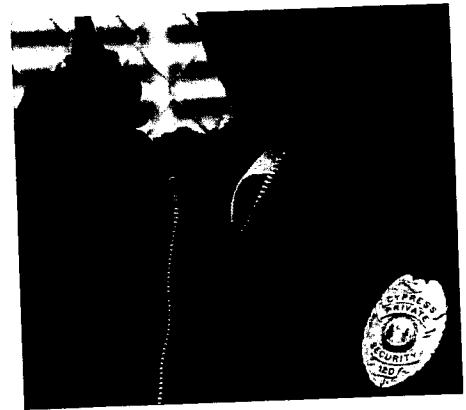
- ✘ **Industry leading scheduling software** – Cypress use an industry leading on-line software system to track schedules, officer profiles (training, certificates, site knowledge and other vital information), time sheets and invoices. The system gives complete picture of available resources (trained officers), how they are trained and what site-specific skills they possess, allowing us to create the most cost and resource efficient schedules at all times.
- ✘ **GPS tracking system on vehicles** - All Cypress vehicles are equipped with a GPS tracking system, allowing for accuracy in monitoring the frequency of site checkups. The GPS tracking reports are made available to the client. The GPS system also helps management in optimizing the routes taken by Quality Control Managers when visiting the different sites.
- ✘ **On-line (Web based) training system** – To ensure all officers are trained in accordance with Cypress' high standards and the BSIS mandated training, Cypress has developed a state of the art online training system, Cypress Training Academy. All Cypress training modules are included in the CTA system. Through CTA, Cypress is able to train each officer with the same consistency and is able to quickly bring new training modules to the officers, improving the efficiency and cost structure of training.
- ✘ **Web based reporting system** – Cypress Security offers our clients an online web based reporting system. The system keeps track of all reports generated related to the clients site. This includes, but is not limited to daily activity reports, incident reports, officer training reports, visitor tracking and maintenance reports.
- ✘ **Time reporting** – Cypress utilizes an automated call-in system for our officers to report when they arrive at a site and when they are leaving the post after the shift is completed. This "clock in-out" system allows for a very effective time keeping and recording of accurate arrival and departure time.
- ✘ **Live Scan** – Cypress processes all applicants and employees through Cypress' in-house Live Scan equipment. The Live Scan fingerprinting equipment allows Cypress to check applicants' background and find out if an applicant has a criminal record. The in-house equipment allows for speedy and accurate processing of the applicants.
- ✘ **Two-way communication** – Cypress will utilize the latest in two-way communication, to track and communicate with our Quality Control Managers and between officers.
- ✘ **Communication system** – Cypress utilizes several different technologies to ensure that information is transmitted quickly and accurately.

Two-way Communication Radios

Cypress' Quality Control Managers are equipped with two-way radios to communicate between other Quality Control Managers and the security sites.

E-mail System

All office personnel and Quality Control Managers have e-mail addresses. When applicable, different sites will be assigned a specific e-mail account. This will allow for quick communication between back office, client and the specific site. All memos will be sent over e-mail and posted immediately at the site.



Cell Phone System

Cypress uses two different cell phone systems to ensure redundancy in case of emergency. Both Nextel and Sprint networks are used in the field.

Black Berry E-mail System

All Cypress Client Managers and other management are equipped with a handheld e-mail device (PDA) for quick e-mail communication between clients and back office.

Internet

Cypress operates a web page in order to reach officers in the field. This web page features items such as:

- Monthly company newsletter.
- Open job positions.
- Training modules.
- Forms and reports for print out.

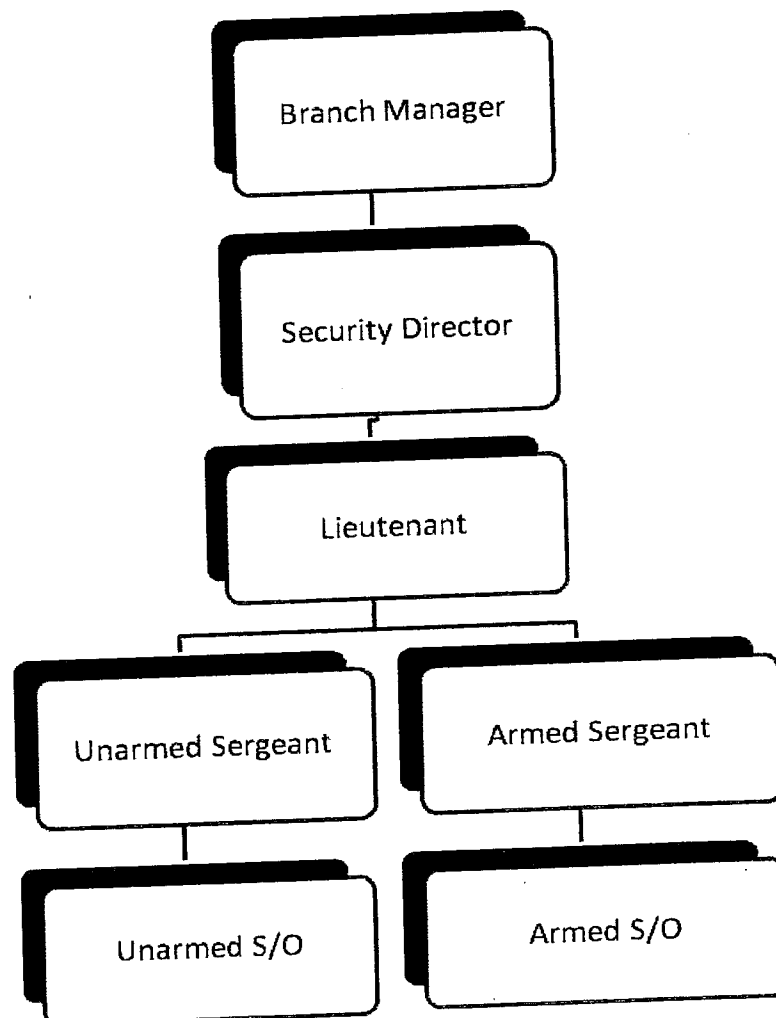
The web page is an effective tool in communicating with our field personnel and to ensure that ongoing training is completed.

Client Specific Staffing

As previously discussed, Cypress Security is a California-based company with a significant operation in the Region. Cypress' full organization will be working with LA County in support of the account. All departments from Recruiting, Training, Human Resources and Accounting will be involved with direct and indirect support functions.

The following is an outline of the suggested organizational structure for the LA County account. Cypress will work to optimize the organization in order to deliver the highest level of service at the best available price. Cypress has successfully (and traceably) achieved efficiencies within the security operation for other clients in the range of 15% - 20%. Cypress has achieved this through the usage of effective organizational structures, clear processes and the utilization of technology.

Cypress currently operates similar organizational structures as the one presented. Cypress is highly experienced in each of the positions requested by the County and has developed training modules that support these job functions. Cypress has a large pool of officers trained on all the different job duties as outlined in the RFP.



CONFIDENTIAL INFORMATION

The Security Director reports to the Branch Manager. This makes for a very efficient organizational structure. The following section covers the different roles and responsibilities for the functions within the organization.

Security Director (see attached job description)

The Security Director is responsible for the overall security operations under the contract, including contract compliance, day-to-day operations, adherence to the hiring and training standards, and maintenance of security records. The Security Director will work closely with LA County's Contract Administrator or designee and other County representatives, and will give and receive feedback to ensure the highest level of security is delivered.

As at other sites, the Security Director will develop good working relationship with the command staff of LA County Public Works Protective Division. The Security Director will make recommendations to increase the efficiency of the security program. Cypress has successfully started and completed similar projects for other public agencies including East Bay Municipal Utilities District, San Francisco Municipal Transportation Agency, and the City of Irvine.

Each Cypress Security Director is provided with a laptop computer and Blackberry camera phone to allow work to be completed anywhere, at any time. This will allow the County the ability to easily communicate with the Security Director via e-mail or telephone. The Blackberry camera phone allows the Security Director to take and e-mail photographs on work-related items.

Lieutenant (see attached job description)

The Lieutenant reports directly to the Security Director and is responsible for all security operations. The Lieutenant will be responsible for the day-to-day operations of the Unarmed Division, and will directly supervise the Unarmed Field Supervisors and Security Officers. The Lieutenant will also be responsible for preparing reports and data for the Security Director to use in the monthly, quarterly and annual reports.

Cypress utilizes Lieutenants at several different accounts, including SFMTA and at the Port of San Francisco. The Lieutenant positions have shown to be a great asset in maximizing the efficiency of the entire account.

Unarmed Security Officer

Patrol assigned facilities to deter and detect prohibited activities, provide high visibility patrols, respond to emergencies, assist visitors with information, and report suspicious activity to proper authorities.

Cypress has found ways to maximize the efficiency of our security officers on patrol by integrating technology to assist and track the officers' patrols. Cypress uses several different types of patrol tracking systems at our client sites, including the GuardTrax GPS Patrol System and the ProxiPen watchclock system.

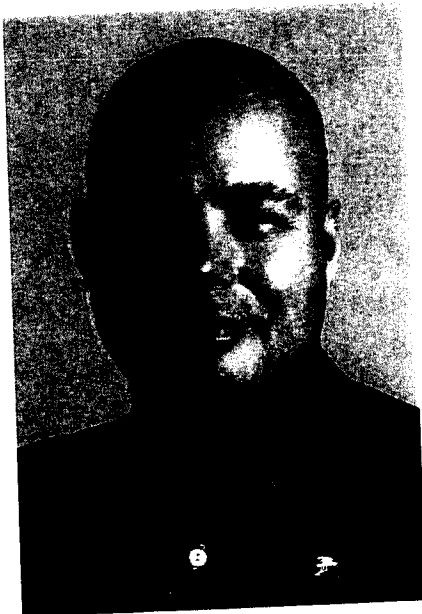
The GuardTrax GPS Patrol System tracks a security officer's patrols using the latest GPS technology and allows the security officer to enter basic data about items encountered while on patrol (i.e. door secure, lockup completed).

The ProxiPen solution uses a handheld wand to scan small plastic buttons strategically placed throughout the client site. Each button is encoded with a unique identifier that is read and stored by the wand. The wand data can be downloaded and printed at the end of each patrol shift to show the date, time, and location of each area patrolled.

Armed Sergeant

The armed security sergeants are responsible for training, inspecting and supervising armed security officers performing patrol and protective services. The Armed Sergeant may also be tasked with supervising unarmed security personnel as required.

MANAGEMENT TEAM



Nils Welin, Chief Executive Officer

Since the foundation of Cypress Security, the company has maintained its core mission of building a high quality, customer centric security company. The security industry has undergone fundamental changes over the past few years, making it even more important for security companies to understand the customer's security needs and to customize security solutions for each client served.

By focusing on all employees and their continued training and education, Cypress Security has built a well-trained and loyal team that is eager to continue to push the company forward to even higher standards.

With today's high demand on security and the quality of security services, Cypress Security strives to maintain these high standards. It is with great pride we work as a team to provide the best security solution for each and every client served by Cypress Security.

Our aim has been to build an organization with a clear view and strategy that constantly looks ahead and sets new standards within the industry by developing our team even further.

Mr. Welin has successfully built a high quality regional security company. Under his leadership, Cypress Security has established itself as a reliable and professional company ready to find the best security solution for each client served.

Mr. Welin is responsible for overall operations of Cypress Security, which includes overseeing daily and long range planning, operations, and personnel. Mr. Welin holds a BS in Finance and Economics from Lund University and a Masters in Business Administration from PLU. He has extensive experience in customer service issues. Mr. Welin has a strong process control background, having worked with several manufacturing companies implementing new processes and procedures. In addition, Mr. Welin served as Sergeant for a Tank Division in the Swedish Army. Mr. Welin serves or has served on several different boards including Swedish American Chamber of Commerce, Media Express, Tagos Consulting and WM Invest.



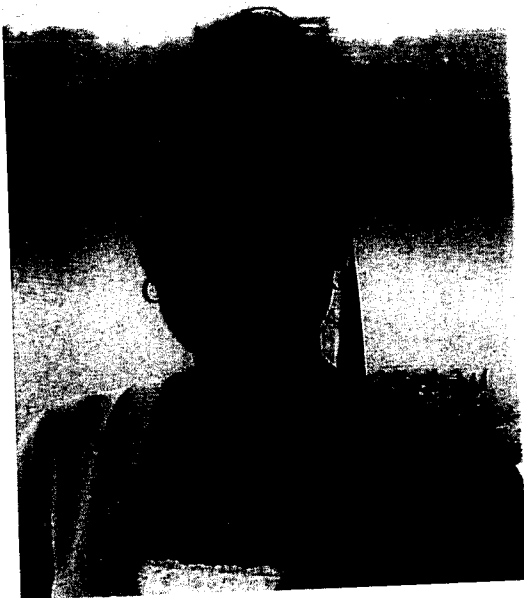
Kes Narbutas, President and In-house Counsel

Mr. Narbutas is the founder of Cypress Security and a member of its management committee. Mr. Narbutas has extensive experience with the operational side of property management because of his background in real estate ownership. It was through this comprehensive understanding of the day-to-day needs of property operations that he came to the realization that traditional security providers failed to meet all the security needs of property owners. Cypress Security was thus created to offer an alternative, providing a new standard of excellent customer service and flexibly designed security programs.

In addition to serving as corporate counsel, Mr. Narbutas helps set procedures and policies to ensure that Cypress delivers superior service. Mr. Narbutas serves or has served on several public service boards including: San Francisco Workforce Investment Board; Private Industry Council - San Francisco; Chairman - Curator's Circle - Yerba Buena Center for the Arts, Treasurer; San Francisco Lithuanian American Society.

Mr. Narbutas began his career as a real estate attorney in New York, has developed over 1100 apartments in the State of California. He has successfully founded a number of real estate related companies, including Portico Properties LLC, Portico Management Group, LLC and KTB Realty Partners, Inc.

Mr. Narbutas attended Wayne State University in Detroit, Michigan, and received his JD from Antioch School of Law and Georgetown Law School, both in Washington, DC.



Eva Alexandersson, Chief Financial Officer

Ms. Alexandersson is responsible for the financial planning, implementation of accounting and financial processes and long term corporate strategies. Ms. Alexandersson comes to Cypress with extensive experience in the financial corporate arena, with a strong financial background in administrative support and accounting. Ms. Alexandersson is highly skilled in corporate structures and building the right support functions to ensure accurate time keeping, pay roll and invoicing procedures. Over the course of her professional career, Ms. Alexandersson has proven to be a strong communicator and a key team member and effective problem solver.

Before joining Cypress Security, Ms. Alexandersson was the CFO for Videoinstinct, an interactive multimedia company working with companies such as Sun Microsystems, developing highly interactive software for training purposes. Prior to this, Ms. Alexandersson worked in the broadcast industry for one of the largest European multimedia companies.

She was responsible for the financial reports generated within the company to include: consolidated balance sheets and group results, developed and implemented new administrative routines, negotiating agreements and contracts, controlled and approved incoming invoices and payroll systems.

Ms. Alexandersson has an extensive academic background with several different degrees and course work. Ms. Alexandersson holds a Business Degree in Business and Administration from Berg University. She holds a Advanced Master Certificate from Cambridge University and has completed extensive classes within Psychology, Sport Psychology, Psychology of Violence and Effective Teaching Strategies.



Jonas Tegnerud, Chief Operation Officer

"I joined Cypress Security in 2002 as I could see great potential in the way this company was presenting itself. I saw Cypress Security as a driving force in implementing security solutions that had a more client focused and personal touch than other companies on the market. With Cypress I saw great potential for me to utilize and develop my skills and expertise in leadership, security applications and personal relations that I looked for in a security company"

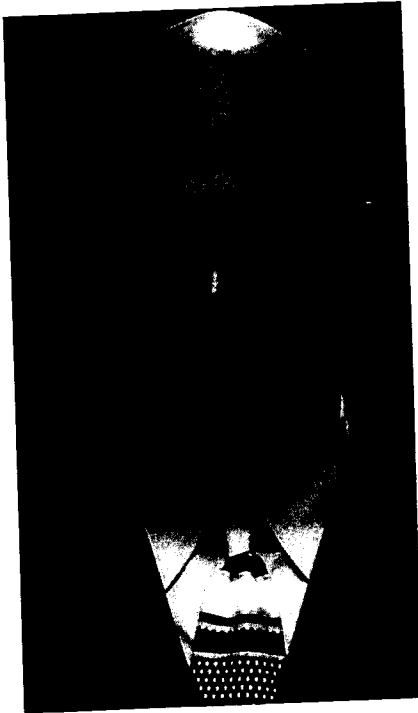
Jonas Tegnerud has extensive experience in Security and Military leadership and training. Prior to moving to the US, Mr. Tegnerud a 1st Lieutenant for the Swedish Armed Forces, Royal Life Guards. In this position Mr. Tegnerud was responsible for the safety of the Swedish Royal Family as well as the Royal Family's properties. Mr. Tegnerud was responsible for the training and daily activities of a platoon of 35 soldiers in such areas as security, CPR/First Aid, Self Defense and Bio Hazard Protection.

Public Agency and Critical Infrastructure Experience

- ✕ East Bay Municipal Utility District
- ✕ San Francisco Municipal Transportation Agency
- ✕ Port of San Francisco
- ✕ SamTrans
- ✕ CalTrain
- ✕ Military Background

Mr. Tegnerud has a B.S from the Swedish Military University and is trained in the following areas: leadership, security supervision, CPR/First Aid, small arms, self-defense, various computer applications, chemical and biological warfare and protection and radio communications.

Mr. Tegnerud started with Cypress Security in 2002 as a Quality Control Manager and has since then worked in several capacities within the company. He currently holds the position of Regional Manager Northern California. In this position Mr. Tegnerud is responsible for among other things client relations, contractual obligations, all operational aspects, equipment and developing security solutions tailor-made to suit our clients. Mr. Tegnerud works closely with different clients such as Museum of Modern Art and has worked on several different processes for this client.



Joseph McNeal, Director of Training

I have worked for several national and international security companies. I joined the Cypress Security Team because it was just that, a TEAM. Everyone understands that they play a significant part of the overall success of the company and work to insure that we provide the absolute best product in the industry. Cypress Security expects its Team to develop and advance. I can't think of a better place to develop your career.

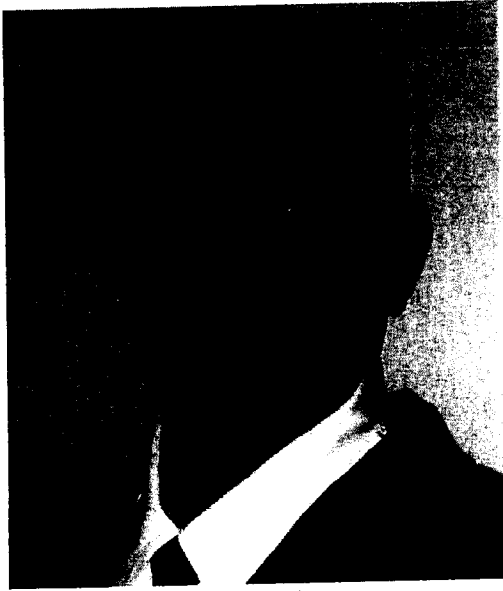
Mr. McNeal has 17 years of experience and background in management, safety, security and investigations. Mr. McNeal was chosen while in the US Army to serve with the 3rd US Infantry (The Old Guard), Official Escort to the President of the United States. He went on to study in the Criminal Justice Field. Mr. McNeal has served as a Corporate Security Manager as well as Regional Security Manager of North America in Film Duplications and Distribution and has an extensive background in all aspects of Security, Safety and Investigations.

Public Agency and Critical Infrastructure Experience

- ✕ East Bay Municipal Utility District
- ✕ San Francisco Municipal Transportation Agency
- ✕ Port of San Francisco
- ✕ SamTrans
- ✕ CalTrain
- ✕ Military Background

Mr. McNeal is a Certified Red Cross First Aid/CPR/AED Instructor, MOAB (Management of Aggressive Behavior) Instructor and Self Defense Instructor. Mr. McNeal is currently working on his B.A. in H.R. Management. Mr. McNeal has completed training with the Department of Homeland Security for Weapons of Mass Destruction; Public Works Concepts, Terrorism Awareness for Emergency Responders and Incident Management/Unified Command Concepts.

Mr. McNeal currently oversees the Training and Recruiting Department at Cypress Security where he ensures quality security officers are hired and trained to Cypress Security's standards before being assigned to a client site.



Curtis Johnson, Branch Manager

I joined Cypress Security because it was an established and growing company. Cypress Security is a security company that believes in developing all its employees for advancement and promoting from within the company. The CEO has a passion for what the company stands for and believes in the employees and their abilities. The focus to build the best security company in the industry makes this a great company to work for. I knew this was a great opportunity for advancement, developing my own skills and growing as

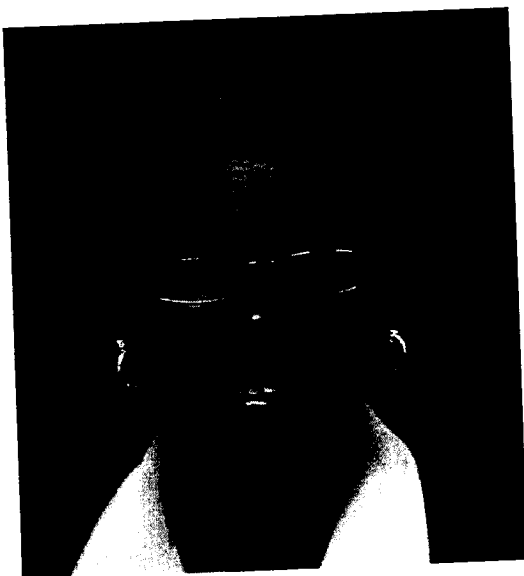
Mr. Johnson is responsible for security field operations, customer service and management related issues for all South Bay sites for Cypress Security. Mr. Johnson has over 20 years of experience in the security field including 8 years of military service. Before joining Cypress Security, Mr. Johnson served in the United States Air Force from 1988-1996 as a Security Police Specialist. Mr. Johnson was stationed at Beale AFB in California, Hickam AFB in Hawaii and Falcon AFB in Colorado Springs, Colorado.

Public Agency and Critical Infrastructure Experience

- ✕ East Bay Municipal Utility District
- ✕ San Francisco Municipal Transportation Agency
- ✕ Port of San Francisco
- ✕ SamTrans
- ✕ CalTrain

Mr. Johnson was an Assistant Flight Sergeant and Alarm Monitor (Senior Officer's Entrance) for the PACAF Elite Guard. Mr. Johnson gained extensive experience as a Security Controller, Alarm Monitor, Alarm Response Team Leader & Member, Armorer, EPDCC Operator, and Flight Line Entry Controller. Mr. Johnson has experience in providing security for priority resources (including top secret restricted areas), personnel, property, equipment and information. Mr. Johnson received training in leadership at the Airman Leadership School and completed training through the Security Police Air Base Ground Defense Course and the Security Police Technical School. Mr. Johnson has been a Branch Manager for 3 years and has the experience & knowledge to run a winning team.

The winning and customer oriented approach Mr. Johnson possesses, makes him a focused and result oriented Manager within Cypress.



Ethel Lowe, Personnel Development Manager

"I accepted my current position with Cypress Security because it presented me with the challenge and an opportunity to grow as a Manager. I consistently learn more about the industry while providing quality services. I believe in providing opportunity where available and in the position of Personnel Development Manager, I continue to maintain the ability to do so."

Ms. Lowe is responsible for recruitment, screening and hiring within Cypress Security. The recruitment and hiring aspect is of great importance to Cypress, making Ms. Lowe a key manager in ensuring that Cypress continues to hire the best officers in the industry. Ms. Lowe has worked in multiple aspects of the security industry for twenty years. Ms. Lowe has worked for various clients including San Francisco based Bank of America NT & SA, CNET Networks and JP Morgan. Prior to entering the security industry, Ms. Lowe was a Sr. Investigator for a major financial institution and specialized in senior financial fraud cases. She also assisted in all phases of operation in her family's restaurant which was located in San Francisco. Ms. Lowe has also worked as a contract manager for several major corporations and a local university.

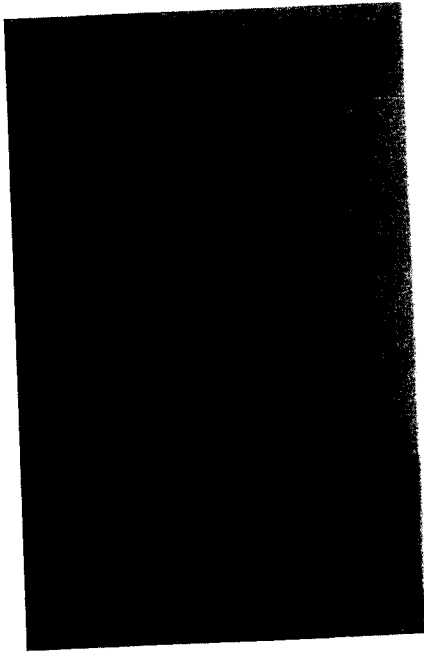
Public Agency and Critical Infrastructure Experience

- ✕ East Bay Municipal Utility District
- ✕ San Francisco Municipal Transportation Agency
- ✕ Port of San Francisco
- ✕ SamTrans
- ✕ CalTrain
- ✕ Military Background

Ms. Lowe was first employed in the contract security industry in 1985 where she began as a Security Officer. She was later promoted from Security Officer to Trainer, Control Center Operator and Trainer, Shift Supervisor and in five years to Assistant Account Manager. In 1990, Ms. Lowe accepted a position with Bank of America Corporate Security as a level 2 Corporate Security Officer, monitoring ATM's and Banking Branches while cash was being delivered. After 2 years, Ms. Lowe accepted a position with Corporate Audit and Security as a Fraud Investigator. Ms. Lowe advised banking centers, branches and corporate banking on known or potential fraudulent checks, credit cards, debit cards and electronic transfer fraud.

After leaving the Bank of America, Ms. Lowe worked for 2 nationwide contract security corporations who provided services for clients such as, Bank of America, JP Morgan/Chase, Hilton Hotels and Lucas Films.

In 2005, Ms. Lowe accepted a position with the Office of Personnel Management of the United States of America as a Background Investigator.



David Bui, Scheduling Manager

"I joined the Cypress team after completing my bachelors at the University of California, Riverside. Throughout the years of security, I realized it was difficult to be recognized in this industry. Many security firms possess many officers and span across many client sites. Cypress is managed by a select few, talented individuals in a work environment that offers the chance for me and others to be recognized and acknowledged for our work. Cypress is a company I enjoy working for as I continue to grow along with the company. Cypress is a reputable and professional security company, where high quality officers are encouraged to apply."

Mr. Bui graduated from the University of California, Riverside with a degree in Business Economics. He has been educated with the principles of business ethics to the concepts of the micro and macro economic structure. Mr. Bui has worked in the security field for a good number of years, working at various high-profile positions such as Intel Corp. Security Officer and Rover, to ADT Alarm responder, all while pursuing his degree.

Public Agency and Critical Infrastructure Experience

- ✕ East Bay Municipal Utility District
- ✕ San Francisco Municipal Transportation Agency
- ✕ Port of San Francisco
- ✕ SamTrans
- ✕ CalTrain
- ✕ Military Background

Mr. Bui was enrolled in the Cisco Certified Networking Academy for 2 years and has vast knowledge in computer infrastructure. Outside of his past school work, Mr. Bui was involved in the Environmental Awareness Committee where he participated in several events to raise money and to inform others of Riverside's smog problem. Mr. Bui was also a competitive athlete running in the 100m/200m and placing in his school's Charger's Athlete program upon passing several all around fitness tests.

After obtaining his degree, Mr. Bui wanted to be continually involved in the security industry while putting his college education to work. Mr. Bui joined Cypress and provided security services and quality control management primarily for the Department of Human Services and other client sites. Mr. Bui now works as a Scheduling Manager with Cypress where his main duties include preparing schedules for customer sites, assigning trained people by site requirements, providing accounting with all the information on hours worked by employees and ensuring each shift is covered with a qualified officer.

Security Director Job Description

REPORTS TO BRANCH MANAGER

The Security Director is responsible for relationship between Cypress Security and assigned clients. The Security Directors maintain daily contact with sites and clients to provide: support to employees, clients, ensure processes are being followed.

- Assists the Branch Manager in all aspects of assigned clients including:
 - Client Relations & Requests.
 - Oversees Contractual obligations.
 - Plan for Contract Renewal.
 - Provides vision and leadership for assigned employees.
- By means of follow through, ensure that ALL Cypress Security procedures are followed.
- Support assigned accounts 24/7.
- Work together with Field Supervisors to evaluate assigned staff including:
 - Promotions.
 - Site Relocation.
 - Request extra training.
- Oversee Field & Site activities for assigned clients.
- Requests personnel to fill vacant shifts.
- Request applicable training for assigned Security Officers to ensure contractual obligation.
- Create / modify Post Orders.
- Communicates progress of all tasks to the RM/BM.
- Follow-up on ongoing investigations.
- Conduct Disciplinary hearings.
- Ensures company performance exceeds client requirements and expectations.
- Works actively in the field to support and inspect assigned sites and security officers.
- Prepare reports

Administrative

- File evaluations.
- Interview possible employees.
- Log disciplinary actions in to Valiant.
- Oversees all assigned equipment including employee uniforms.
- Document and track Incident Reports.

Qualifications

- Have a Minimum of 5 years of experience within the security field in a supervisory or Security Director position.
- Be detailed oriented and deadline-driven.
- Knowledgeable in Microsoft office.
- Be able to pass a drug test and background check.

Lieutenant Job Description

REPORTS TO SECURITY DIRECTOR

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The Captain provides effective leadership by leading a progressive uniformed security officer program, which emphasizes customer service, professionalism and dependability. The Captain ensures consistent quality of service in the field by:

- Perform regular site visits to ensure:
 - Policies and Procedures Compliance.
 - Post Order Compliance.
 - Site Safety.
 - Uniform Standards.
 - Documentation Inspection.
- May be required to fill in as relief in the event a post is not filled.
- Be able to perform all security officer related duties and be knowledgeable of all site post orders.
- Reconcile with the Scheduler, on a regular basis, actual dates, shifts, sites and employee hours worked.
- Conduct On the Job Training (OJT).
- Monitor all Security Officers and evaluate job performance.
- Promote and maintains positive field officer morale.
- Investigate all Incidents. Prepares and writes detailed incident reports.
- Evaluate security officers for promptness, proper uniform standards, attitude, and evaluates the officers understanding of site-specific requirements.
- Collect and deliver all necessary documents from/to sites
- Maintain and update all reports in computer data base including:
 - Daily Activities Report.
 - Vehicle Maintenance Report.
- May be required to work evenings and or weekends; 24 hour emergency on-call.
- Communicate all call-offs according to set procedures.
- Assist with Emergency Response to all applicable sites.
- Conduct Alarm Response to all applicable sites.
- Resolve any on-site conflicts and communicate results to PM's

Qualifications

-
- Must be at least 21 years old.
 - Must be Fluent in English and have the legal right to work in the United States.
 - Have NO history of Felony Convictions and pass a multi-panel drug screen.
 - Possess a valid guard card and current CDL with clean driving record.
 - Positive attitude, outstanding customer service skills, great people skills, and career-oriented.
 - At least 2 years previous experience in a Field Supervisor or comparable position..
 - Meticulous attention to detail; strong observation, strong written documentation skills with basic computer and typing knowledge.
 - Demonstrated strong leadership and ability to develop a team.

Uniforms and Equipment

As part of Cypress' overall quality commitment, all Cypress officers are provided with a set of uniforms and all required equipment at no cost to the employee. In addition to the no-cost uniform, Cypress pays all officers uniform maintenance allowance to ensure the uniform is kept neat at all times.

The officers receive an hourly uniform allowance in the amount of \$0.25/hour worked.

Cypress provides the following equipment to our security officers:

- Uniform shirts (long & short sleeve) and uniform trousers
- Metal Cypress Security badge & name tag
- Sam Browne duty belt & belt keepers
- Firearm – Beretta 92fs or 96fs & level II holster (armed officers only)
- Magazines & holder (armed officers only)
- ASP Expandable straight baton & holder
- OC pepper spray & holder
- Handcuffs & case
- Key holder

Staff Training

As part of Cypress' overall quality commitment, all Cypress officers are provided the opportunity to attend all required training courses through Cypress Training Academy free of charge. All armed security officers receive recertification and requalification as required by state law. Armed Security personnel are given reminders to ensure requalification shoots are being completed twice per year. All security officers receive First Aid, CPR, and AED recertification annually. Although not required by law, Armed Security Officers receive refresher training on the use of batons and chemical agents.

Work Plan Flow

Cypress has successfully developed several security solutions for different public agencies. The work of creating and operating a complete security solution is a multi step process. The process is divided into several steps, including security assessment, security team selection, management team selection, onsite leadership, recruiting, training, monitoring, supervision, and support functions, as well as other components.

Below are the different steps of how Cypress will design, implement and operate the best security solution for LA County and the Department of Public Works.

Sample Transition Plan for LA County

Task Assigned	Due Date	Responsibility
Award Letter issued to Cypress Security		BDM / COO
Cypress Security transition team assigned and in place.	3 Weeks Out	COO
Meet with client to obtain site specific information	3 Weeks Out	Security Director
Outline and make adjustments to current Transition Plan if needed	3 Weeks Out	COO
Prepare wage and benefit package.	3 Weeks Out	Recruiting/ HR
Prepare Introduction Letter	3 Weeks Out	Recruiting/ HR
Management / Labor meeting	2 Weeks Out	COO
Conduct site survey	2 Weeks Out	COO/ Sec. Dir.
On site training for Ops Team	2 Weeks Out	COO/ Sec. Dir.
Gather information about current staff	2 Weeks Out	Recruiting/ HR
Provide assessment of current staff	2 Weeks Out	Recruiting/ Sec. Dir.
On site training with alarm company	2 Weeks Out	Security Director
Deadline for drug tests to be taken	2 Weeks Out	Recruiting/ HR
Order all supplies and equipment.	2 Weeks Out	Security Director
Deadline for applications to be received	2 Weeks Out	Recruiting/ HR
Order uniforms as needed.	1 Week Out	Security Director
Prepare Post Orders	2 Weeks Out	Security Director
Select Security Officers	1 Week Out	Security Director
Hand out/mail offer letters	1 Week Out	Recruiting/ HR
Prepare site-specific training materials	1 Week Out	Dir. Of Training
Meet with client to brief on transition progress.	Weekly	COO/ Sec. Dir.
Present Post Orders to client.	1 Week Out	Security Director
Hire and train additional officers as needed	1 Week Out	Dir. Of Training
Meet with client for feedback on first draft of Post Orders	1 Week Out	Security Director
Ensure that each post is fully equipped as specified	1 Week Out	Security Director
Prepare master schedule	1 Week Out	Scheduling Mgr.
Fit uniforms and re-order as needed.	1 Week Out	Security Director
Re-training of incumbent personnel hired by Cypress.	1 Week Out	Dir. Of Training
Service start.	Start Date	Security Director
One month evaluation of each officers performance	1 Month after Start	Security Director
Training or re-assignments as needed (personalized)	5 Weeks after Start	Training/ Sec. Dir.
Three month evaluation of each officers performance	3 Months after Start	Security Director
Training or re-assignments as needed (personalized)	15 Weeks after Start	Training/ Sec. Dir.

Reporting Requirements and Frequency

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In order for Cypress to ensure the quality and constant peak performance, all activities within the company are measured on a regular basis. In order to be able to improve upon a process, it is important management is able to measure all output from an organization.

Reports are produced quarterly and annually. This frequency will ensure quality is maintained. Cypress reports include several different areas including:

- ✕ Number of employees working under the contract
- ✕ Employee Turnover Rate
- ✕ Training Report (no. of employees and total training hours completed)
- ✕ List of Training Modules completed.
- ✕ Career Enhancement Plan Report (who was promoted/ moved up in their CEP)
- ✕ Disciplinary Actions (no. of disciplinary actions issued and type)
- ✕ Alarm Report (no. of alarm activations)
- ✕ Short-notice Call Offs Report
- ✕ Incident Summary Report (no. of and by type)
- ✕ Incident Summary (percentage per 1,000 customers)
- ✕ Monthly Invoiced Hours
- ✕ Guard Card/ Firearm Card/ Tear Gas Card/ Baton Card/ Drivers License Status Report
- ✕ Background Check Report (no. of new employees processed)

Through these reporting requirements, Cypress is able to verify all licenses and certificates are valid and in good standing. Cypress verifies the current status of each employee's security guard license and other certificates as applicable. Cypress will provide VTA with a list of security guards and administrative staff assigned to the VTA account, as well as a copy of their certifications and training records.

Methods of Performance Measurement

To follow-up and measure Cypress' performance, Cypress has developed and implemented a performance review program measuring every aspect of our business from the officer on the post to back office support and other services. Cypress has a corporate goal of 100% customer satisfaction that is reviewed with each of our clients.

Each new employee undergoes a 90-day performance review after starting work. The review is part of the ongoing evaluation of the employees. The performance review is used to identify areas for training for each individual employee. The evaluation is compiled from a written test, immediate supervisors, Quality Control Managers and client's on-site management team. Other additional input includes officers training log and potential disciplinary reports. After the first 90-day evaluation, this review is completed semi-annually or annually.

Quality Improvement Process

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In order to ensure consistent quality, Cypress conducts monthly quality control meetings. These meetings are the basis of the quality improvement process. All Quality Control Managers and Branch Managers attend these meetings to discuss quality issues. The quality improvement process is divided into three different phases. During phase one (pre-meeting) the different offices submit the requested QIP documentation. During phase two, it is the responsibility of the Compliance Officer to evaluate the documentations and issue detailed analysis to the Branch Managers. Phase three is completed by implementing suggestions and improvements brought up in the reports, and fine tuning the ongoing operation.

Phase One – Documentation by Each Office

Each office has to submit their monthly reports a week prior to the meeting. The reports submitted are based on Cypress established processes. The following documentation is included in the overall report:

Hiring and Termination Progress Report – Hiring progress report will indicate number of qualified officer placed during the time period. This report will also include how many employees tenure with the company has ended. Hiring and termination report will include the length an employee has been with the company and why employment has ended.

Training Report – The training report will outline all employees who have been trained during the period and what training goals have been met during the period.

Career Enhancement Report – This report outlines how many employees have achieved any of their career enhancement goals during that period.

Risk Management Report – The risk management report will outline incidents (if any), worker's compensation cases, general liability cases, unusual incident reports and vehicle incidents.

Management Report – The management report will include actions taken after the previous meeting and how improvements have been achieved.

Customer Survey Report – The customer survey is collected on a bi-annual basis. The reports are based on expectations vs. delivery of service.

Phase Two – Evaluation Compliance Officer

A Compliance Officer will evaluate the reports submitted and compare the results with the previous month's report and results as well as with the goals set for each area/function and department.

Phase Three – Quality Meeting

In the quality meeting, the Branch Managers will answer questions from the Compliance Officers. The discussions will evolve around how to ensure all improvements are being implemented and the changes will have a positive impact. If there are not measurable improvements from a process change, the change will be re-evaluated and discussed how the change can be implemented in a more efficient way.

Background Investigations

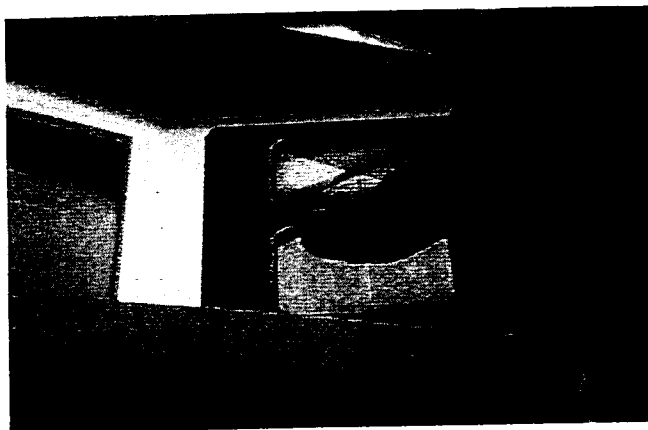
After the interview, a comprehensive background check is completed. Information is checked against the Department of Justice, local police, and DMV records. All persons employed by Cypress are submitted for registration through the appropriate state agency (BSIS).

Obtaining an Investigative Consumer Report (background screen) is an essential part of Cypress Security's corporate goals to provide quality security services. The procedure is designed to find the best suited and best qualified individuals to become Cypress employees. Each individual has to meet or exceed all requirements set forth by Cypress' screening standards. When an applicant applies for a position of employment with Cypress Security, they are required to complete an Investigative Consumer Release Form in conjunction with their application. This form authorizes Cypress Security to obtain the ICR from our contracted ICR Agency. Once this is done, a determination of what level of ICR is made by Cypress management. This ranges from a Basic Level to Management and includes orders for live criminal record pulls, State, Regional and National Criminal Database Searches, Social Security Verification, Education Verification, Department of Motor Vehicle records, Credit history, and State and National Sex Offender records.

Cypress will ensure each security officer or employee assigned to the VTA account has submitted to, and successfully passed a fingerprint background investigation through the Santa Clara County Office of the Sheriff. This background will be completed prior to any work being completed at the VTA account.

Live Scan

Cypress processes all applicants and employees through our in-house Live Scan equipment. The Live Scan fingerprinting equipment allows Cypress to check an applicant's background and find out if an applicant has a criminal record. The in-house equipment allows for speedy and accurate processing of the applicants by sending fingerprint data directly to the Department of Justice.

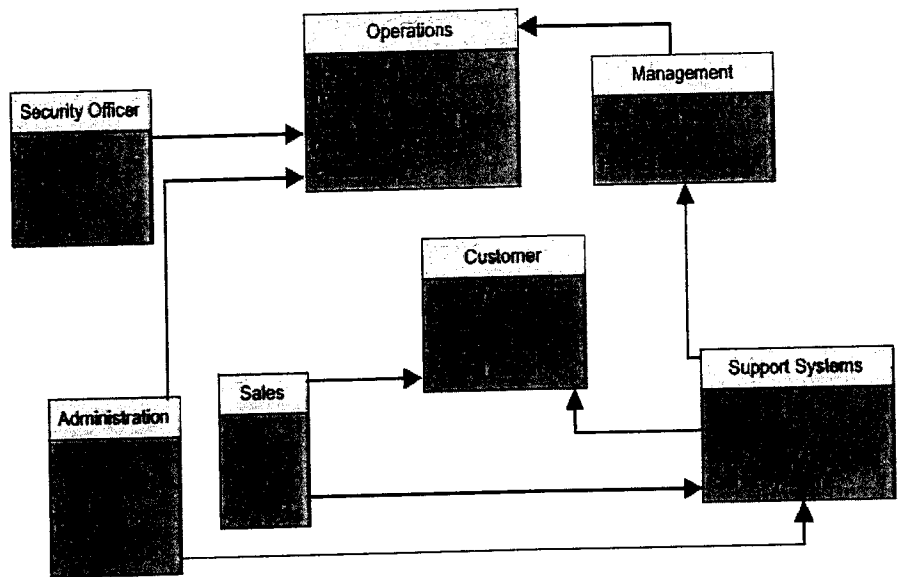


7.) QUALITY ASSURANCE PROGRAM

Operational Consistency

Providing Security services is usually, by nature, a highly decentralized operation. The individual security officers work independently in the field, sometimes without constant supervision. In order to ensure Cypress delivers a consistent level of quality security services our clients, Cypress has developed supporting processes for all areas of the company's operation. Each officer and management personnel are trained on the different processes and how to follow these processes at any given time.

The following chart outlines Cypress' Process Control System (PCS). Each Process is developed with the focus of delivering the highest quality security services. All processes have supporting documentation (process outline, training material and forms) in order to ensure all Cypress employees know how to work within the different processes.



Operational Quality

Staff and Management Responsibilities

It is the responsibility of Cypress Security management team and on-site personnel to ensure work is conducted in accordance with site specific Post Order and the PCS. The Post Orders will address all duties called for by the client, performed in such a way they maintain Cypress Security's standards for exceptional service. Cypress will produce such Post Orders within 30 days of being awarded the contract. Furthermore, it is the responsibility of Cypress staff to perform services in such a way that each site will enjoy a customer friendly, safe and secure environment.

Total Quality Management at Cypress

Cypress is constantly working to deliver Industry leading quality services. Cypress Security's philosophy of perpetual improvement is based upon Total Quality Management. Our TQM philosophy puts Cypress in a proactive mode concerning quality rather than reactive.

8.) SUBCONTRACTORS

Subcontractor Info

.....

Cypress Security does not intend to use the services of any subcontractors to execute the services required in this contract.

10.) LICENSES AND CERTIFICATIONS

Private Patrol Operator License

Cypress Security holds a valid Private Patrol Operator License (# PPO 12497) issued by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services (BSIS).



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 12497
RECEIPT NO. 21000352

VALID UNTIL SEPTEMBER 30, 2010

CYPRESS SECURITY COMPANY, INC.
452 TEHAMA ST
SAN FRANCISCO CA 94103

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named hereon is issued a Private Patrol
Operator License Renewal.

17/31/08
17/31/08

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WP/PPD 02/28/08 12

11.) INSURANCE

Current Insurance Certificate

Cypress Security maintains all required insurance coverage as indicated in the RFP. The attached is a sample current insurance certificate.

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 7/8/2008	
PRODUCER (415)957-0600 FAX: (415)957-0577 Commercial Lines License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Cypress Security, LLC 452 Tehama Street San Francisco CA 94103				INSURERS AFFORDING COVERAGE INSURER A: Everest Indemnity Ins. INSURER B: Allied Group INSURER C: Everest National INSURER D: Hartford INSURER E:		NAIC # 00035	
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	51GL001814081	5/5/2008	5/5/2009	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000	
					MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 2,000,000	
	GENERAL AGGREGATE	\$ 5,000,000					
	PRODUCTS - COMPROP AGG	\$ 2,000,000					
B	AUTOMOBILE LIABILITY	ACP 7803433695	6/1/2008	6/1/2009	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
A	EXCESS/UMBRELLA LIABILITY	51CC001038-081	5/5/2008	5/5/2009	EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
						\$	
							\$
	DEDUCTIBLE				NO STATUTORY LIMITS	OTHER	
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5300000911071	11/16/2007	11/16/2008	EL EACH ACCIDENT	\$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE	\$ 1,000,000	
					EL DISEASE - POLICY LIMIT	\$ 1,000,000	
						Employee Theft	\$500,000
D	OTHER CRIME	57BDDEF3550	9/25/2007	9/25/2008	Deductible	\$5,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Certificate holder is named as Additional Insured with respect to the insured's operations.							

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

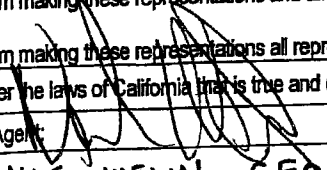
AUTHORIZED REPRESENTATIVE
 Donna DeFabio

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Page 1 of 2

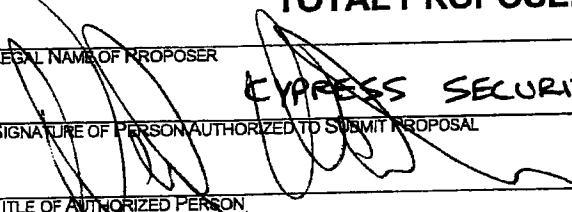
VERIFICATION OF PROPOSAL

DATE: 11/26, 2008		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: CYPRESS SECURITY, LLC			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: NILS WELIN			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: CEO			
PROPOSER INFORMATION			
6. Proposer's full legal name: CYPRESS SECURITY, LLC		Telephone No.: (866) 345-1277	
Address: 5500 E. WASHINGTON BL # B, COMMERCE, CA 90040		Fax No.: (415) 352-1910	
e-mail:	County WebVen No.:	IRS No.: 94-3242472	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any): N/A			
County(s) of Registration: N/A		State: N/A	Year(s) became DBA: N/A
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		Year incorporated:
	State of incorporation:		
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		Secretary:
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input checked="" type="checkbox"/> A limited liability company:	Name of managing member: NILS WELIN		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s): NILS WELIN	Title: CEO	Phone: (866) 345-1277	Fax: (415) 352-1910
Street: 5500 E. WASHINGTON # B	City: COMMERCE	State: CA	Zip: 90040
Name(s):	Title:	Phone:	Fax:
Street:	City:	State:	Zip:
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE: <input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 11/26/2008
Type name and title: NILS WELIN, CEO			

**SCHEDULE OF PRICES FOR
ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES
(2008-PA056)**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where hours or other quantities are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

The quoted hourly rates shall be contractor's sole compensation for all expenses, including, but not limited to, wages, overtime, holiday pay, administrative costs, employee benefits, equipment, training, uniforms, etc., except that vehicle mileage other than travel to and from the work site incurred in the performance of the contract and approved by the County Contract Manager will be reimbursed at the County's then current employee permittee mileage rate. Should employees' personal vehicles be used for performance of the contract, mileage fees paid to the contractor shall be reimbursed by the contractor to the employee.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED HOURS	ANNUAL PRICE (HOURLY RATE X ESTIMATED HOURS)
1.	Security Officer (Armed)	\$18.58	X 43,008 hours =	\$ 799,088.64
2.	Security Officer (Unarmed)	\$16.60	X 2,000 hours =	\$ 33,200.00
3.	Sergeant (Armed)/ Lieutenant (Unarmed)	\$21.24	X 2,000 hours =	\$ 42,480.00
4.	Sergeant (Unarmed)	\$18.65	X 2,000 hours =	\$ 37,300.00
TOTAL PROPOSED ANNUAL PRICE				\$ 912,068.64
LEGAL NAME OF PROPOSER CYPRESS SECURITY, LLC				
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 				
TITLE OF AUTHORIZED PERSON NILS WELIN, CEO				
DATE 11/26/2008		STATE CONTRACTOR'S LICENSE NUMBER # 12497		LICENSE TYPE PPO
PROPOSER'S ADDRESS: 5500 E. WASHINGTON BL. # B, COMMERCE, CA 90040				
PHONE (866) 345-1277		FAX (415) 352-1910		E-MAIL JBERCKART@ CYPRESS-SECURITY.COM

SCHEDULE OF LOCATIONS AND HOURS

LOCATION	LEVEL	DAYS	HOURS	ESTIMATED HOURS
1525 AND 1537 ALCAZAR STREET (LOWER CENTRAL YARD)	Security Officer (Armed)	Daily	24 hrs. - 7 days/week	8,760
2275 ALCAZAR	Security Officer (Armed)	Monday to Saturday	3 p.m. to 7 a.m.	6,744*
		Saturday to Monday	7 a.m. to 7 a.m.	
		Holidays	24 hours	
HANSEN YARD	Security Officer (Armed)	Friday to Monday	4 p.m. to 8 a.m.	3,416*
		Holidays	4 p.m. day before to 8 a.m. day after holiday	
HOLLYDALE YARD	Security Officer (Armed)	Monday to Saturday	4 p.m. to 8 a.m.	6,744*
		Saturday to Monday	8 a.m. to 8 a.m.	
		Holidays	24 hours	
		Saturday to Monday	6 a.m. to 6 a.m.	
IMPERIAL YARD	Security Officer (Armed)	Monday to Saturday	5 p.m. to 6 a.m.	5,964*
		Holidays	24 hours	
		Saturday to Monday	6 a.m. to 6 a.m.	
SOUTH YARD	Security Officer (Armed)	Monday to Saturday	5 p.m. to 6 a.m.	5,964*
		Saturday to Monday	Saturday 6 a.m. to Monday 6 a.m.	
		Holidays	24 hours	
		Daily	11a.m. to 7 p.m.	
COMMUNITY DEVELOPMENT COMMISSION - PARKING LOT	Security Officer (Armed)	Daily	11a.m. to 7 p.m.	2,920

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	CYPRESS SECURITY, LLC		
Company Address:	5500 E. WASHINGTON BLVD. # B		
City:	COMMERCE	State:	CA Zip Code: 90040
Telephone Number:	(866) 345-1277		
(Type of Goods or Services):	ARMED AND UNARMED SECURITY SERVICES		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

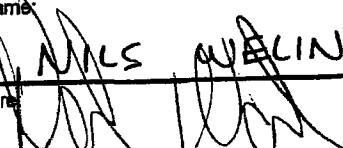
Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
PAULS MUELIN	CEO
Signature:	Date:
	11/26/2008

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR : Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055)
 SERVICE BY PROPOSER CYPRESS SECURITY, LLC
 PROPOSAL DATE: 11/26/2008

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2003	2004	2005	2006	2007	Total	Current Year to Date
1. Number of contracts.	22	26	27	27	34	136	31
2. Total dollar amount of Contracts (in thousands of dollars).	\$1.6M	\$4.3M	\$6.6M	\$8.8M	\$12.3M	\$33.6M	\$10.7M
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	DATA WAS						3
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	UNAVAILABLE AT TIME OF PROPOSAL						0
6. Number of lost workdays.	12	65	4	81	1	81	1

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

NILS WELIN, CEO

Name of Proposer or Authorized Agent (print)

Signature

11/26/2008
Date

CONFLICT OF INTEREST CERTIFICATION

I, NILS WELIN

- ☐ sole owner
☐ general partner
☒ managing member
☐ President, Secretary, or other proper title) _____

of CYPRESS SECURITY, LLC
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

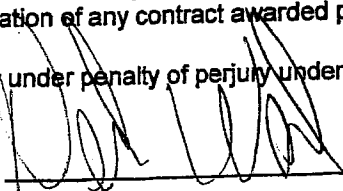
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date 11/26/2008

PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR:

Armed and Unarmed Security Services for Public Works Headquarters Complex (2008-PA055)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES
All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	N/A
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	N/A
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	N/A
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	N/A
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: UNARMED SECURITY	SERVICE DATES: 2004 - CURRENT
AGENCY/FIRM: EAST BAY MUNICIPAL UTILITY	
ADDRESS: 375 ELEVENTH ST. OAKLAND, CA 94607	
CONTACT: STEVE FREW	
TELEPHONE: (510) 287-0881	
FAX:	
E-MAIL: SFREW@EBMUD.COM	

SERVICE: ARMED & UNARMED SECURITY	SERVICE DATES: 2008 - CURRENT
AGENCY/FIRM: SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY	
ADDRESS: 875 STEVENSON # 224 SAN FRANCISCO, CA 94103	
CONTACT: JOY HOULIHAN	
TELEPHONE: (415) 554-7017	
FAX: (415) 554-7117	
E-MAIL:	

SERVICE: UNARMED SECURITY	SERVICE DATES: 2008 - CURRENT
AGENCY/FIRM: CITY OF IRVINE, PUBLIC WORKS	
ADDRESS: 1 CIVIC CENTER PL. IRVINE, CA 92623	
CONTACT: GARY HEWITT	
TELEPHONE: (949) 724-7322	
FAX:	
E-MAIL: GHEWITT@CI.IRVINE.CA.US	

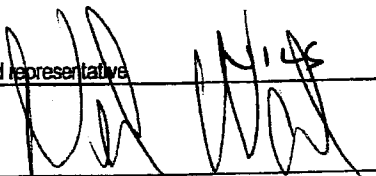
SERVICE: UNARMED SECURITY	SERVICE DATES: 2004 - PRESENT
AGENCY/FIRM: SAN MATEO COUNTY TRANSIT DISTRICT	
ADDRESS: 1250 SAN CARLOS AVE. SAN CARLOS, CA 94070	
CONTACT: WILLIAM PEDRINI	
TELEPHONE: (650) 508-7743	
FAX:	
E-MAIL: PEDRINI@SAMTRANS.COM	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	CYPRESS SECURITY, LLC
Address	5500 E. WASHINGTON BLVD. # B, COMMERCE, CA 90040
Internal Revenue Service Employer Identification Number	94-3242472

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	CYPRESS SECURITY, LLC	
Authorized representative	NICK WEIN, CEO	
Signature		Date 11/26/2008

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: CYPRESS SECURITY, LLC

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 450

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Black/African American	0	0	3	3	50	50
Hispanic/Latino	0	0	0	0	25	25
Asian or Pacific Islander	0	0	1	0	50	50
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	25	25
White	2	0	5	1	50	50


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	— %	— %	— %	— %	— %	100 %
Women	— %	— %	— %	— %	— %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>CEO</u>	Date: <u>11/26/2008</u>
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GAIN and GROW EMPLOYMENT COMMITMENT

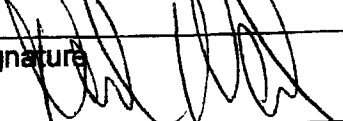
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title CEO
Firm Name CYPRESS SECURITY, LLC	Date 11/26/2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

CYPRESS SECURITY, LLC

Company Name

5500 E. WASHINGTON BL. #B, COMMERCE, CA 90040

Address

94-3242472

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☒

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

Date

11/26/2008

NILS WELIN, CEO

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

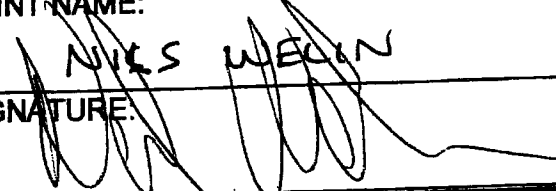
COMPANY NAME: CYPRESS SECURITY, LLC		
COMPANY ADDRESS: 5500 E. COMMERCE BL. # B		
CITY: COMMERCE	STATE: CA	ZIP CODE: 90040

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: NIKS WELIN	TITLE: CEO
SIGNATURE: 	DATE: 11/26/2008

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: CYPRESS SECURITY, LLC☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE DATE: 11/26/2008

PROPOSER'S PENDING LITIGATION AND JUDGMENTS

Proposer's Name: CYPRESS SECURITY, LLC

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation were they would be a party; and have not had any judgments placed against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments placed against them within the last five years as of the date of proposal submission.

A. ☒ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☒ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: ARCALES, GIL V. CYPRESS SECURITY
3. Case Number: CGC-08-477847
4. Court of Jurisdiction: SAN FRANCISCO SUPERIOR COURT
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):
CASE PENDING / PRE-HEARING PHASE OVER MEAL BREAK DISPUTE.

B. ☐ Pending Litigation ☐ Threaten Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threaten litigation or judgment (use additional page if necessary):

Signature of Proposer: Date: 11/26/2008

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief executive officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions

may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief executive officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief executive officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): **CIGNA**

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

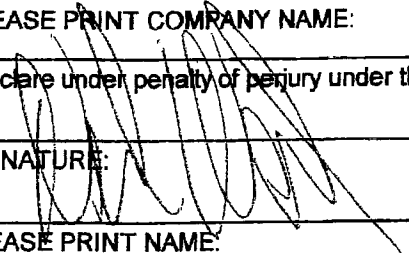
☒ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: CYPRESS SECURITY, LLC	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: 	DATE: 11/26/2008
PLEASE PRINT NAME: NILS WEHN	TITLE OR POSITION: CEO

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☒ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature

CYPRESS SECURITY, LLC
Print Name of Firm

NILS WEUN, CEO
Print Name and Title

11/26/2008
Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	STATE LABOR COMMISSION
Public Entity Address:	Street Address: 320 W. FOURTH ST. SUITE 450 City, State, Zip: LOS ANGELES, CA 90013
Case Number/Date Claim Opened:	Case Number: UNKNOWN Date Claim Opened: OCTOBER 2007
Name and Address of Claimant:	Name: GERSON MALDONADO Street Address: 6345 TEMPLETON ST. APARTMENT G City, State, Zip: HUNTINGTON BEACH, CA 90255
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	FORMER EMPLOYEE CLAIMED HE WAS NOT PAID TRAVEL TIME TO AND FROM HIS WORKPLACE AND HIS RESIDENCE.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	CYPRESS SECURITY DOES NOT PAY TRAVEL TIME FOR EMPLOYEE COMMUTES. CASE WAS DISMISSED BY THE STATE LABOR COMMISSIONER.

☐ Additional Pages are attached for a total of _____ pages.

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☒ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	STATE LABOR COMMISSION
Public Entity Address:	Street Address: 320 W. FOURTH ST. SUITE 450 City, State, Zip: LOS ANGELES, CA 90013
Case Number/Date Claim Opened:	Case Number: UNKNOWN Date Claim Opened: OCTOBER 2007
Name and Address of Claimant:	Name: ANDREA CCHOA Street Address: 521 NORTH SHELTON ST. City, State, Zip: BURBANK, CA 91506
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	FORMER EMPLOYEE CLAIMED SHE WAS NOT PAID TRAVEL TIME TO AND FROM HER WORKPLACE AND HER RESIDENCE.
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	CYPRESS SECURITY DOES NOT PAY TRAVEL TIME FOR EMPLOYEE COMMUTES. CASE WAS DISMISSED BY THE STATE LABOR COMMISSIONER.

☐ Additional Pages are attached for a total of _____ pages.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: CYPRESS SECURITY, LLC

Name of Proposer's Health Plan: CIGNA Date: 11/26/2008

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ 123.78	
Employee + 2 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Any Annual Deductible?			
Per Person	Y <input type="radio"/> N <input type="radio"/>	\$	
Per Family	Y <input type="radio"/> N <input type="radio"/>	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y <input type="radio"/> N <input type="radio"/>	\$	
Per Family	Y <input type="radio"/> N <input type="radio"/>	\$ 400.00	
Any Lifetime Maximum?			
Per Person	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	
Per Family	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	
Ambulance coverage	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Emergency Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$	
Home Health Care	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	
Hospice Care	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	
Hospital Care	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ INCLUDED	
Immunizations	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ INCLUDED	
Maternity	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ INCLUDED	
Mental Health	<input checked="" type="radio"/> Y <input type="radio"/> N	\$ INCLUDED	
Mental Health In-Patient Coverage	Y <input checked="" type="radio"/> N <input type="radio"/>	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y <input checked="" type="radio"/> N	\$	
Physical Therapy	Y <input checked="" type="radio"/> N	\$	
Prescription Drugs	<input checked="" type="radio"/> Y N	\$	\$10 GENERIC; \$20 BRAND NAME
Routine Eye Examinations	<input checked="" type="radio"/> Y N	\$	\$45
Skilled Nursing Facility	Y <input checked="" type="radio"/> N	\$	
Surgery	<input checked="" type="radio"/> Y N	\$	\$4,350 MAX. BENEFIT
X-Ray and Laboratory	<input checked="" type="radio"/> Y N	\$	\$400 MAX. ANNUAL

Under this health plan, a full time employee:

☒ Becomes eligible for health insurance coverage after 90 days of employment.

☒ Is defined as an employee who is employed more than 32 hours per week.

OTHER BENEFITS:

A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 2 DAYS.

B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 2 DAYS.

C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.

D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.

E. NUMBER OF PAID HOLIDAYS PER YEAR IS 8 DAYS.

FORM LW-8

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

Armed & Unarmed Security Services for Various Public Works Facilities (2008-PA056)

PROPOSER: CYPRESS SECURITY

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE***	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
1525 & 1537 Alcazar (Lower Central Yard)											
One Armed Security Officer	24	24	24	24	24	24	24	168	8,760	12.85	\$ 112,566.00
2275 Alcazar (Upper Central Yard)											
One Armed Security Officer	24	16	16	16	16	16	24	128	6744*	12.85	\$ 86,660.40
Hansen Yard											
One Armed Security Officer	24	8				8	24	64	3416*	12.85	\$ 43,895.66
Hollydale Yard											
One Armed Security Officer	24	16	16	16	16	16	24	128	6744*	12.85	\$ 86,660.40
Imperial Yard											
One Armed Security Officer	24	13	13	13	13	13	2	113	5964*	12.85	\$ 76,637.40
South Yard											
One Armed Security Officer	24	13	13	13	13	13	24	113	5,964*	12.85	\$ 76,637.40
Community Development Commission											
One Armed Security Officer	8	8	8	8	8	8	8	56	2,920	12.85	\$ 37,522.00
Pacoima Dam											
One Armed Security Officer	16	7				9	16	48	2,496	12.85	\$ 32,073.60
As-Needed Unarmed Security Officer									2,000	11.84	\$ 23,680.00
As-Needed Unarmed Sergeant									2,000	13.50	\$ 27,000.00
As-Needed Armed Sergeant/Unarmed Lieutenant									2,000	15.00	\$ 30,000.00
Total Annual Salaries											\$ 633,332.80
Comments/Notes:											
* Includes estimated 88 hours for holiday coverage											\$ 24,732.80
(1) Vacations, Sick Leave, Holiday											\$ 33,112.24
(2) Health Insurance **											\$ 104,967.04
(3) Payroll Taxes & Workers' Compensation											\$ 17,246.00
(4) Welfare and Pension											\$ 180,058.08
Total Annual Employee Benefits (1+2+3+4)											\$ 22,904.96
(5) Equipment Costs											\$ 2,500.00
(6) Service and Supply Costs											\$ 58,374.40
(7) General and Administrative Costs											\$ 14,898.40
(8) Profit											\$ 98,677.76
Total Annual Other Costs (5+6+7+8)											\$ 912,068.64
TOTAL ANNUAL PRICE											\$ 912,068.64

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.84 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

*** The minimum level of compensation to be paid by Contractor to the employees working under this Contract shall be:

Security Officer (unarmed) \$11.84/hr.
 Security Officer (armed) \$12.85/hr.
 Sergeant (unarmed) \$13.50/hr.
 Sergeant (armed) \$15.00/hr.
 As-needed Lieutenant (unarmed) \$15.00/hr.
 As-needed Security Director (unarmed) \$24.00/hr.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total the Proposer's annual price as quoted in Form PW-2, Schedule of Prices.

The above information was compiled from records that are available to me at the time and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

CYPRESS SECURITY
 Name of Proposer

Signature

Date

11/26/2008

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term "Proposer" includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 - Cypress Security tracks employee hours actually worked by paper timesheets, and electronically in the Valiant workforce management software. Security officers use the Vantage call-in time clock system to clock-in and clock-out for their assigned shifts and breaks.</p> <p>1.2 - Cypress Security personnel start their scheduled shift at the client site.</p> <p>1.3 - Cypress employees are paid at the start of the scheduled work shift at the client site. Security officers are not paid for travel time to and from their workplace.</p>

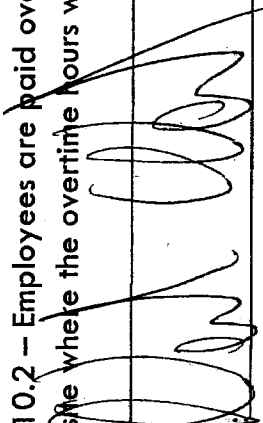
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2 - Security officers use the Vantage call-in time clock system to clock-in and clock-out for their assigned shifts and breaks. The Vantage system only allows employees to clock-in and clock-out from a designated phone at the client site <u>and</u> only within 10 minutes of the scheduled start and end times.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 - Cypress Security tracks employee hours through time sheets completed by the employee, and in the Valiant workforce management software.</p> <p>3.2 - Cypress maintains all timesheets submitted, as well as all available data in the Valiant workforce management software and Vantage call-in time clock.</p> <p>3.3 - Cypress employees must update their individual time records daily. All records are collected and verified by Cypress management weekly.</p> <p>3.4 - Timesheets are created by each employee weekly, and updated daily.</p> <p>3.5 - All time records are verified by field supervisors and Cypress management against the schedule for each employee.</p> <p>3.6 - All Cypress time records are maintained and stored for 5 years.</p> <p>3.7 - Employee time sheets are used to verify the accuracy of the schedule in the Valiant workforce management software.</p> <p>3.8 - SEE ATTACHED RECORDS</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4 - Cypress Security does not use any other records to create payroll.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>3.1 - Cypress employees are required to note their break times on their Daily Activity Reports and on their individual time sheets.</p> <p>3.2 - Cypress maintains all timesheets submitted to validate that rest and meal breaks have been taken.</p> <p>3.3 - Cypress employees generate individual Daily Activity Reports and time sheets showing each break and the times each break was taken.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 – Cypress management confirms each timesheet against the schedule in the Valiant workforce management software to ensure the hours are accurate. All verified info is forwarded to the payroll processing company.</p> <p>6.2 - Cypress employees are paid every two weeks by automated payroll checks and electronic direct deposits.</p> <p>6.3 - Cypress employees are paid for all hours worked in a given pay period on one payroll check.</p> <p>6.4 – Each Payroll check stub includes Hours Worked (reg., OT, etc.), Vacation/sick time balance, amounts paid, Y-T-D earnings, tax deductions by type, garnishment deductions (if applicable), and the Location, date, and time of hours worked.</p> <p>6.5 – SEE ATTACHED RECORDS</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7 – Does Not Apply. Cypress uses an automated payroll check system.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 – Once all information is verified and manually entered (as needed), the final payroll batch totals are submitted to the Payroll processing company.</p> <p>8.2 - Cypress maintains a Post Rate for each work post/ site. If an employee works more than one site, the payroll system will calculate the rate based on the individual locations worked.</p> <p>8.3 – The calculation is embedded in the software and does not require a manual override.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 – Employees are paid their normal pay rate. Employees working assignments requiring travel during the course of duty will be provided a company vehicle for use while on duty.</p> <p>9.2 – Employees are paid their normal pay rate based on the client they are performing work for.</p> <p>9.3a – Employees are paid their normal pay rate based on the client they are performing work for. Valiant allows an employee to be paid different wages based on different client sites.</p> <ul style="list-style-type: none"> - Officer paid 3.0 hours at County's LWO minimum wage. - Officer paid 4.0 hours at other rate. - Officer not paid for travel between different client sites if not part of the same shift. - Cypress does not schedule security officers to work between multiple sites while on-duty. <p>9.3b – Officer paid 7.0 hours at County's LWO minimum wage.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 – Employees are paid overtime for time worked over 8 hours in a day or 40 hours in a pay week, except authorized alternative work schedules.</p> <p>10.2 – Employees are paid overtime (time and one half) based on the client site where the overtime hours were worked.</p>

DATED: 11/26/2008PROPOSER'S SIGNATURE: 

CYPRESS SECURITY LLC
CYPRESS SECURITY LLC
452 TEHAMA STREET
SAN FRANCISCO, CA 94103

BANK OF THE ORIENT
233 SANSOME STREET
SAN FRANCISCO, CA 94104

11-2967 1210

CHECK DATE 11/14/08
CHECK NO. 67845

PAY THIS AMOUNT
\$294.37

PAY TWO HUNDRED NINETY-FOUR AND 37/100 DOLLARS

TO THE

ORDER OF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[Signature]

⑈067845⑈ ⑆121029672⑆655068914

Employee file #

Employee Name

Check No. Company Name & Address

Co.#
CYP220

Div. #
10

Dept.#
5237420

Clock #

Sec. Sec. #

67845 CYPRESS SECURITY LLC
CYPRESS SECURITY LLC
452 TEHAMA STREET
SAN FRANCISCO, CA 94103

Period Start
10/26/08

Period Ending
11/8/08

Check Date
11/14/08

FW= S3

ST= S3

EARNINGS

TAXES

DEDUCTIONS

DESCRIPTION	HOURS	RATE	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD
REGULAR	60.00	12.000	\$720.00	\$18,051.88 EESDICA	\$4.87	\$130.97 UNION INIT		\$1.00
OVERTIME				\$36.11 FWT	\$10.30	\$535.36 DENI25	\$4.18	\$96.14
HOLIDAY				\$405.00 MEDI	\$8.82	\$237.37 GARN2	\$23.08	\$507.76
UNIFORM	60.00	0.250	\$15.00	\$376.39 SSEC	\$37.74	\$1,014.98 UNION	\$30.00	\$300.00
VACATION				\$276.00 SWTCA		\$14.21 CHILD	\$103.85	\$2,355.02
						MEDI25	\$107.08	
						GARN	\$110.71	
	BEG	YTD	YTD	AVAIL				
	BAL	ACCR	TAKEN	BAL				
SICK								
VACATION	-123.00	30.800		(92.20)				

EARNINGS \$735.00 TAXES \$61.73 DEDUCTIONS \$378.90 NET PAY \$294.37

CUSTOMER	LOCATION	DATE	TOUR	REGULAR	Hours		HOLIDAY	REGULAR	Rate	
					O.T.				O.T.	HOLIDAY
2374 WHOLE FO		10/26/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		10/27/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		10/28/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		10/31/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		11/1/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		11/2/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		11/3/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000
2374 WHOLE FO		11/4/08	16:00-23:30	7.50	0.00	0.00	0.00	12.000	18.000	18.000

CYPRESS SECURITY LLC
CYPRESS SECURITY LLC
452 TEHAMA STREET
SAN FRANCISCO, CA 94103

VOUCHER DATE 11/14/08
VOUCHER NO. 68055

DEPOSIT

THIS IS NOT A CHECK

Bank T/R #

Bank Account

Deposit Amount

Description
\$993.13 Checking

VOUCHER - NON NEGOTIABLE

Employee file #

Employee Name

Voucher No. Company Name & Address

Co.#
CYP220

Div. #
10

Dept.#

5237ONCACT

Clock #

Sec. Sec. #

Period Start
10/26/08

Period Ending
11/8/08

Check Date

11/14/08

FW- M2
ST- M2 2

68055 CYPRESS SECURITY LLC
CYPRESS SECURITY LLC
452 TEHAMA STREET
SAN FRANCISCO, CA 94103

EARNINGS

TAXES

DEDUCTIONS

DESCRIPTION	HOURS	RATE	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD DESCRIPTION	AMOUNT	YTD
REGULAR	79.00	12.000	\$948.00	\$20,260.40 EESDICA	\$11.47	\$221.18 GARN %		\$1,102.53
OVERTIME	23.00	18.000	\$414.00	\$5,364.91 FWT	\$98.66	\$1,581.67 GARN2 %		\$2.00
ADJS				\$138.13 MEDI	\$20.79	\$400.89 UNIDEP		\$125.00
DOUBLETIME	3.00	24.000	\$72.00	\$1,611.20 SSEC	\$88.91	\$1,714.17 UNION INIT		\$1.00
HOLIDAY				\$273.24 SWTCA	\$10.79	\$153.03 UNION		\$270.00
UNIF	79.00	0.250	\$19.75	\$196.34 AVAIL		GARN2	\$30.00	
SICK	BEG	YTD	YTD	BAL			\$200.00	
VACATION	BAL	ACCR	TAKEN					
		1.540		1.54				

EARNINGS \$1,453.75 TAXES \$230.62 DEDUCTIONS \$230.00 NET PAY \$993.13

CUSTOMER	LOCATION	DATE	TOUR	REGULAR	Hours	O.T.	HOLIDAY	REGULAR	Rate	O.T.	HOLIDAY
2371 BAY		10/26/08	0:00 - 3:00	3.00		0.00	0.00	12.000	18.000		18.000
2371 BAY		10/26/08	22:00 - 0:00	0.00		1.00	0.00	12.000	18.000		18.000
2371 BAY		10/26/08	22:00 - 0:00	0.00		1.00	0.00	12.000	24.000		18.000
2371 BAY		10/27/08	0:00 - 3:00	3.00		0.00	0.00	12.000	18.000		18.000
2371 BAY		11/1/08	22:00 - 0:00	0.00		2.00	0.00	12.000	18.000		18.000
2371 BAY		11/2/08	0:00 - 3:00	4.00		0.00	0.00	12.000	18.000		18.000
2371 BAY		11/2/08	22:00 - 0:00	0.00		2.00	0.00	12.000	24.000		18.000
2371 BAY		11/3/08	0:00 - 3:00	3.00		0.00	0.00	12.000	18.000		18.000
2374 WHOLE FO		10/29/08	16:00 - 23:30	7.50		0.00	0.00	12.000	18.000		18.000
2374 WHOLE FO		10/30/08	16:00 - 23:30	7.50		0.00	0.00	12.000	18.000		18.000
2374 WHOLE FO		11/5/08	16:00 - 23:30	7.50		0.00	0.00	12.000	18.000		18.000
2374 WHOLE FO		11/6/08	16:00 - 23:30	7.50		0.00	0.00	12.000	18.000		18.000
2376 MTA	UNARMED SERV	10/26/08	7:00 - 15:00	5.00		3.00	0.00	12.000	18.000		18.000
2376 MTA	UNARMED SERV	10/27/08	7:00 - 15:00	5.00		3.00	0.00	12.000	18.000		18.000
2376 SFMTA	UNARMED SERV	10/31/08	18:00 - 2:00	8.00		0.00	0.00	12.000	18.000		18.000
2376 SFMTA	UNARMED SERV	11/1/08	7:00 - 15:00	1.00		7.00	0.00	12.000	18.000		18.000
2376 SFMTA	UNARMED SERV	11/2/08	7:00 - 15:00	4.00		4.00	0.00	12.000	18.000		18.000
2376 SFMTA	UNARMED SERV	11/3/08	7:00 - 15:00	5.00		3.00	0.00	12.000	18.000		18.000
2376 SFMTA	UNARMED SERV	11/8/08	7:00 - 15:00	8.00		0.00	0.00	12.000	18.000		18.000



CYPRESS SECURITY

FIELD TIME SHEET

Employee:

SANSOME

Work Site:

Start Date:

11 9 08

Employee #:

1057 #

Enter the week ending date for the CURRENT week

11 15 08

Position:

☒ SECURITY OFFICER () FIELD SUPERVISOR () SITE SUPERVISOR

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Start																															
Out																															
In																															
Finish																															
Subtotal																															
Regular																															
Sick																															
Holiday																															
Vacation																															
Unpaid																															
Other																															
Overtime																															
Total																															

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet.

Employee:

SANSOME

Signature Date:

11 10 08

Field/Sup:

SANSOME

Signature Date:

SANSOME

Project Manager:

SANSOME

Signature Date:

SANSOME

Office Use Only:

() EXEMPT () NON-EXEMPT

FIELD TIME SHEET

Employee:											Week Start Date		11	9	08																			
Work Site:	CORPORATE QCM										Employee #:		2802																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Start									0800			1600	1100	1400	0000																			
Out																																		
In															0030																			
Finish									1800			2400	2400	2400	2030																			
Subtotal								8			8		13	10	13.5																			
Regular								8			8	8	8	8																				
Sick																																		
Holiday																																		
Vacation																																		
Unpaid																																		
Other																																		
Overtime												5	2	5.5																				
Total								8			8	13	10	13.5																				

I hereby declare under penalty of perjury that all hours, including overtime hours, I have worked are recorded correctly on this time sheet. There is no oral or written understanding to contradict this time sheet. By signing this I declare that I have taken all breaks in accordance with schedule and State and Federal Law. I also had an injury free work-week.

Employee:											Signature Date:		11	16	08
Field/Sup:											Signature Date:		11	16	08
Project Manager:											Signature Date:		11	16	08
Office Use Only:											() EXEMPT () NON-EXEMPT		11	16	08

Bid Detail Information

Bid Number : PW-ASD 738
Bid Title : ARMED AND UNARMED SECURITY SERVICES FOR VARIOUS PUBLIC WORKS FACILITIES (2008-PA056)
Bid Type : Service
Department : Public Works
Commodity : GUARD AND SECURITY SERVICES (INCLUDING TRAFFIC CONTROL)
Open Date : 10/30/2008
Closing Date : 11/12/2008 9:00 AM
Bid Amount : \$ 900,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Armed and Unarmed Security Services for Various Public Works Facilities (2008-PA056). The total annual contract amount of this service is estimated to be \$900,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057 or emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, having a valid California-issued private patrol operator license at the time of proposal submission. Proposer(s) or their managing employee(s) must have a minimum of five years of experience in providing security services to private or public institutions performing the type of services solicited. In addition, the Proposers will be required to submit a Bid Guaranty of 10 percent of the proposed annual price with the proposal. The successful contractor will be required to provide a faithful performance bond.

Also, the minimum level of compensation to be paid by the successful contractor to its employees working under this proposed contract shall be:

Security Officer (unarmed) At least \$11.84/hr.
Security Officer (armed) At least \$12.85/hr.
Sergeant (unarmed) At least \$13.50/hr.
Sergeant (armed) At least \$15.00/hr.
As-Needed Lieutenant (unarmed) At least \$15.00/hr.
As-Needed Security Director (unarmed) At least \$24.00/hr.

A Proposers' Conference will be held on Wednesday, November 12, 2008, at 9:00 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

Please note that if a Proposer becomes the highest-rated Proposer for both Armed and Unarmed Security Services for Public Works Headquarters Complex and Armed and Unarmed Security Services for Public Works Various Field Facilities, Public Works, in its sole discretion, may award the Armed and Unarmed Security Services for Public Works Various Field Facilities to the highest-ranked Proposer and award the Armed and Unarmed Security Services for Public Works Headquarters Complex to the second-highest ranking Proposer, in order to limit the number of security services contracts awarded to a single Proposer.

The deadline to submit proposals is Wednesday, November 26, 2008, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 10/30/2008 7:57:38 AM

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